<u>Trade Show Services, Ltd. dba Pro-Tect Security Services v.</u> <u>Integrated Systems Improvement Services, Inc.</u>

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EXHIBIT 1

Affidavit of Leslie Bruno

EXHIBIT 1

GARY E. SCHNITZER, ESQ.					
ADAM J. WAX, ESQ.					
Nevada Bar No. 12126 KRAVITZ, SCHNITZER, & JOHNSON, CHTD.					
8985 So. Eastern Avenue, Suite 200					
Telephone: (702) 352-6666					
Email: gschnitzer@ksjattorneys.com					
Attorneys for Plaintiff,					
d/b/a Pro-Tect Security					
TRADE SHOW SERVICES. LTD a Nevada	Case No.: 2:17-cv-01685-JAD-NJK				
Corporation, d/b/a PRO-TECT SECURITY					
, in the second	AFFIDAVIT OF LESLIE BRUNO IN SUPPORT OF PLAINTIFF'S				
VS.	MOTION TO DISQUALIFY DEFENDANT'S ATTORNEYS				
INTEGRATED SYSTEMS IMPROVEMENT					
INTEGRATED SYSTEMS IMPROVEMENT					
SERVICES, INC., d/b/a SPECIAL INTELLIGENCE SERVICE, an Arizona					
Corporation; DOE INDIVIDUALS I through X, inclusive; and ROE BUSINESS ENTITIES I					
through X, inclusive,					
Defendants.					
STATE OF NEVADA }					
} ss.					
,					
I, LESLIE BRUNO, being duly sworn upo	on oath, deposes and says:				
1. That I am the sole owner of Plain	tiff, TRADE SHOW SERVICES, LTD., d/b/a				
PRO-TECT SECURITY (the "Plaintiff"), in the	subject matter currently pending in the United				
States District Court for the District of Nevada, (Case Number 2:17-cv-01685-JAD-NJK. I am a				
	Nevada Bar No. 395 ADAM J. WAX, ESQ. Nevada Bar No. 12126 KRAVITZ, SCHNITZER, & JOHNSON, CHTD. 8985 So. Eastern Avenue, Suite 200 Las Vegas, Nevada 89123 Telephone: (702) 352-6666 Facsimile: (702) 362-2203 Email: gschnitzer@ksjattorneys.com				

United States Citizen over 18 years of age and I am competent to testify as to the truth of the

Jones & Pinegar ("DJP"). I have personal knowledge of the following facts:

matters set forth in this Affidavit, and will do so if called upon;

2.	That I make this Affidavit on behalf of myself and in support of Plaintiff's Motion
to Disqualif	y Defendant, INTEGRATED SYSTEMS IMPROVEMENT SERVICES, INC., d/b/a
SPECIAL I	NTELLIGENCE SERVICE (the "Defendant")'s, Attorneys, the law firm of Durham

- 3. That I will not waive any conflict that arises if DJP is allowed to continue to represent Defendant in this matter;
- 4. That my maiden name is "Bonlie" and my legal name has been Leslie Bruno, Leslie Bonlie-Bruno, and Leslie Bonlie (prior to being married). My current legal name is Leslie Bonlie-Bruno, but generally, I refer to myself as and go by "Leslie Bruno";
- 5. That my family has owned and operated Plaintiff Trade Show Services, Ltd. under the d/b/a "Pro-Tect Security" since on or about August 14, 1992. I am the current shareholder;
- 6. That sometime in 2010, I was looking for an attorney and law firm that would represent: a) me individually, b) my entities, c) my businesses, d) my properties, and e) my other assets, and that would protect my assets, protect my businesses, and protect me individually, through the creation of a trust or trusts, and through other estate planning matters;
- 7. That I was referred to Robert Bolick, Esq., of DJP by Jack Mischel, the Senior Vice President of Meadows Bank, for Mr. Bolick and DJP to handle my estate planning matters, and possibly other legal matters;
- 8. That I also was referred to the law firm of Lewis & Roca (now Lewis Roca Rothgerber Christie, LLP) to possibly handle my estate planning matters;
- 9. That after meeting with attorneys from Lewis & Roca and after meeting with Mr. Bolick of DJP, I retained Mr. Bolick and DJP on August 23, 2010. Based upon my extensive

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conversations with Mr. Bolick, we decided to create my trust(s) and other trust related entities, as
well as to represent: a) me individually, b) my entities, c) my businesses, d) my properties, and e)
my other assets;

- 10. That I had several in-person meetings with Mr. Bolick at DJP regarding representation of myself, my entities, my businesses, my properties, and my other assets, including several in-person meetings regarding DJP creating trust(s) to protect me and my assets and regarding Mr. Bolick drafting a Last Will and Testament and the First Codicil to my Will (collectively, the "Will"), which were drafted by DJP;
- 11. That I had numerous and frequent telephone conversations with Mr. Bolick and DJP regarding the creation of trust(s) and my Will to protect me and my assets;
- 12. That in addition to speaking with Mr. Bolick regarding Mr. Bolick's plan for asset protection and estate planning, I also had numerous and frequent conversations with Mr. Bolick's assistants and/or paralegals, including but not limited to, a Sandy Yamashiro, Dena R. Logan, Summer Cordero, and Summer Owens;
- 13. That these discussions with Mr. Bolick and/or his assistants and/or paralegals were concerning my assets, my Will, and how to structure my trust(s) to best protect my assets based upon my full and complete disclosure of them of my assets and liabilities;
- 14. That after about a full year of meetings and discussions with Mr. Bolick and other legal representatives from DJP, DJP finalized the creation at least two (2) trusts for me to protect my assets: 1) the Trust #1 Asset Protection Trust (the "Trust #1"); and 2) the Trust #2 (the "Trust #2") (collectively, Trust #1 and Trust #2 shall be referred to herein as the "Trusts"). These Trusts were dated October 7, 2010. However, it took about a full year of meetings and

¹ The true names of the Trusts are being withheld as Plaintiff's Motion to Disqualify and the Exhibits thereto are <u>not</u> being filed under seal. If the Court desires an in camera inspection of unredacted documents, Plaintiff will supplement accordingly.

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discussions with Mr. Bolick and other DJP legal representatives for the Trusts to be funded and
for all of my assets to be properly placed into the Trusts (some of my properties were deeded
incorrectly, causing delay in all of my assets being placed into the Trusts, as these deeds had to
be re-done and re-recorded by DJP);

- 15. That during my initial discussions with Mr. Bolick, I was told by Mr. Bolick I could use the resources of the entire DJP law firm, including, but not limited to, all of DJP's attorneys both in Nevada and in other jurisdictions where DJP is licensed;
- 16. That I was never told, at any time between 2010 and the present, that if my interests were adverse to the interests of a different client represented by DJP in adversarial litigation, Mr. Bolick was not considered an attorney in DJP or that Mr. Bolick was in any way considered separate from the rest of the DJP firm for purposes of establishing a conflict;
- 17. That I was billed \$10,090.00 for the creation of my Trusts by DJP; See Invoices, Ex. "9."
- 18. That the invoices for the legal services provided by DJP regarding Harmony Asset Management, L.P. (invoice #224091), and regarding Wezi Holdings, LLC (invoice #224092 and #235524), two (2) entities created specifically for my Trusts, were paid for by Plaintiff; Oct. 17, 2017, Ltr. from Steven McCardell, Esq., at 4, Ex. "22."
- 19. That in addition to the DJP legal services rendered as noted above regarding my Will and Trusts, I also engaged DJP to prepare a prenuptial agreement in late 2010. Specifically, I met with a DJP attorney, Tracy Rau, Esq., in-person in late 2010 on at least 2-3 separate occasions at DJP. These discussions were centered around my assets and full financial disclosure of my assets to make the prenuptial agreement enforceable and defensible. Additionally, Ms. Rau and I had numerous telephone discussions regarding the terms of the prenuptial agreement. I was advised by Ms. Rau that it was necessary to make full financial disclosure of all of my assets.

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20. That Ms. Rau prepared a draft prenuptial agreement on my behalf. Kelleher
Kelleher law firm reviewed the agreement on behalf of my potential husband. Ms. Rau and D.
continued to speak with me about the prenuptial agreement and finalizing the terms of the
agreement thereafter. Although I am unable to locate a copy of the prenuptial agreement,
believe that it was about 19 pages in length, excluding exhibits. I was billed \$2,800.00 for the
drafting of the prenuptial agreement by DJP; See Invoices, Ex. "9."

- 21. That Ms. Rau also continued to contact me regarding the prenuptial agreement even after the wedding related to the prenuptial agreement was cancelled;
- 22. That as a result of my meetings with Mr. Bolick, Ms. Rau, and other legal representatives at DJP to form and establish my Trusts, to draft my Will, and draft a prenuptial agreement, I provided DJP with full financial disclosure of my financial confidential information and other confidential information that I believed would be protected by the attorney-client privilege, including but not limited to:
 - a. Information regarding the corporate structure and ownership structure of Plaintiff, Trade Show Services, Ltd., d/b/a Pro-Tect Security, including its assets and any asset-protection through my Trusts;
 - b. My net worth, including money held in cash accounts, money held in stocks, my motor vehicles, and all of my assets;
 - All of my stock holdings;
 - All of my insurance policies;
 - Information regarding my retirement based accounts such as 401(k)s, pension, IRAs, and other retirement savings;
 - All of my ownership interests in limited liability companies;
 - Information regarding my personal residence located in Clark County in

, Ste. 200	. 89123	99
8985 S. Eastern Ave., Ste. 200	Las Vegas, Nevada 89123	99999-698 (202)

Henderson,	Nevada:
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- h. Information regarding four (4) other properties I owned at the time, one (1) of which I have since sold;
- i. Information regarding ownership of the property located at 3511 South Eastern Avenue, Las Vegas, Nevada 89160 which serves as the principal place of business of my company Trade Show Services, Ltd., d/b/a Pro-Tect Security, the Plaintiff in this matter;
- j. Information regarding the corporate structure and ownership structure of Pro-Tect Security Services, LLC, a Nevada limited liability company, that is <u>not</u> a party to this matter, including its assets and any asset-protection through my Trusts;
- k. Information regarding which of the above-referenced assets would be held in trust, and to which of my Trusts each asset was held;
- My asset protection plans, which were created by DJP through the formation and creation of my Trusts;
- m. Information regarding the funding of my Trusts;
- n. Information regarding my personal and corporate taxes;
- o. Information regarding to whom I want to bequeath my assets/Trusts upon my death regarding the Last Will and Testament and the First Codicil to my Will;
- p. Full financial disclosure in anticipation of a prenuptial agreement drafted by DJP;
- q. My Power of Attorney for my assets; and
- r. My durable power of attorney for health care and living will.
- 23. That based upon my discussions with Mr. Bolick and other legal representatives of DJP, I understood that once I retained DJP in 2010, my Trusts, my entities, my businesses, my properties, and other assets of mine would all be represented by the entire DJP law firm.

(702) 362-66666

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Moreover, I understood I would all be able to use all of the resources of the entire DJP law firm, including but not limited to, all of DJP's attorneys both in Nevada and in other jurisdictions where DJP is licensed;

- 24. That based upon my conversations with Mr. Bolick, Ms. Rau, and other legal representatives of DJP, it was my expectation that DJP would not be adversarial against me, or of my interests, in a litigation matter;
- 25. That I never would have retained Mr. Bolick, Ms. Rau, and DJP if DJP would be adverse to me individually, my Trusts, my entities, my businesses, my properties, and my other assets in which DJP did substantial work on my behalf;
- 26. That I never would have retained Mr. Bolick, Ms. Rau, and DJP if it would be adversarial in future litigation against me individually, my Trusts, my entities, my businesses, my properties, and/or my other assets in which DJP did substantial work on my behalf;
- 27. That I never was informed by Mr. Bolick, Ms. Rau, or anyone from DJP that if one of my companies was being sued or was suing someone else (or some other company), that DJP would represent the adverse party. I will not agree to allow DJP to represent the adverse party given all of the confidential and privileged information I told to various members of DJP and given the full financial disclosure of my assets I was encouraged by DJP to provide to DJP;
- 28. That I never was informed by Mr. Bolick, Ms. Rau, or anyone from DJP that if I divulged my personal and confidential information to DJP, Ms. Rau, and/or Mr. Bolick, then DJP could use my personal and confidential information given to DJP against my interests;
- 29. That based upon: a) DJP drafting my Trusts; b) organizing and forming several businesses and other corporate entities for me, my Trusts, and my assets; c) drafting my Will; d) drafting a prenuptial agreement; and e) doing other legal work on my behalf, on the behalf of my Trusts, and on behalf of my companies, DJP has confidential knowledge of all of my assets and

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the corporate structures and ownership structures of all of my businesses, including any asset protections from the Trusts;

- 30. That I was shocked when I was told by my litigation counsel in this matter from Kravitz, Schnitzer & Johnson, CHTD. ("KSJ"), that DJP was representing Defendant in this matter, with Defendant being adverse to me and my company in this matter;
- 31. That I was shocked that DJP was representing Defendant in this matter, and my other assets could be exposed and/or be liable to Defendant in the event of Defendant prevailing in this matter. In addition, DJP could use my confidential financial information to form a strategy or defense in this matter; which would be used to frustrate or defeat my claims;
- 32. That once my current litigation counsel from KSJ indicated to DJP that there was a conflict, I was shocked that DJP stated that to my present counsel it has not done any estate planning for me "since 2011" and that DJP believes that they do not have any "information relating to the representation of Ms. Bruno that could be used to her disadvantage in the [instant] litigation;" Aug. 21, 2017, Ltr. from Michael Rawlins of DJP at 3, Ex. "23."
- 33. That Mr. Rawlins is either unaware of his firm's representations of me or has misrepresented the extent nature of DJP's representations. Mr. Bolick and DJP still handle my Trusts, providing legal services and legal advice to me regarding my Trusts. Generally, I speak with Mr. Bolick around the beginning of each year to confirm whether there are any changes needed to my Trusts. Mr. Bolick and I speak at least annually regarding my Trusts, and sometimes more frequently, should there be any potential changes to my assets, businesses, and/or Trust holdings, and to ensure that any changes in State and Federal Wills, Trusts, and Estates law will not affect my Trusts and/or my Will;
- 34. That since 2010 and continuing through the present, I was acting under the belief that Mr. Bolick, Ms. Rau, and the entire DJP law firm represented me and all of my companies,

including representing the Plaintiff in this matter;

- 35. That since 2010 and through the present, I have had extensive conversations with Mr. Bolick, Ms. Rau, and DJP and have provided DJP with full financial disclosure regarding my Trusts and businesses, properties, and/or other assets;
- 36. That I was shocked that DJP represented that it "has never provided legal services to Pro-Tect², has no information about Pro-Tect that could be relevant to the present litigation. Likewise I cannot accept DJP's offer, that [DJP] would be happy to erect a 'Chinese Wall' within the firm to ensure that any information [DJP has] about Ms. Bruno's estate planning would be kept from those involved in the present litigation;"
- 37. That it is absolutely false when Mr. Rawlins represents that DJP "has never provided legal services to Pro-Tect" and that DJP "has no information about Pro-Tect that could be relevant to the present litigation." That misrepresentation leads me to seriously question DJP's record keeping, as the information regarding myself, my Trusts, my asset management limited partnership (Harmony Asset Management, L.P.), my holding entity (Wezi Holdings, LLC), my company Pro-Tect Security Services, LLC, and/or my company Trade Show Services, Ltd., d/b/a Pro-Tect Security, Plaintiff, should have "raised a red flag" regarding an absolute actual conflict when DJP performed a conflict check to represent Defendant and following being told of the conflict by Plaintiff's litigation counsel;
- 38. That DJP, through Mr. Rawlins, refused to withdraw from its representation of Defendant in the instant matter even after KSJ provided DJP with an analysis of the current conflict and with additional information regarding DJP's past and current representation of myself, my Trusts, my businesses, my companies, my entities, my properties, and my other assets via correspondence from KSJ to DJP dated September 12, 2017;

² Pro-Tect Security Services, LLC, was improperly named as the Plaintiff in this matter. The proper Plaintiff has since been corrected to the proper entity of Trade Show Services, Ltd., d/b/a/ Pro-Tect Security.

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39.	That as a result of DJP refusing to withdraw from representing Defendant in the
instant matter	in light of the absolute current conflict, DJP placed the burden upon me to prove
that DJP has l	peen representing me, my Trusts, my businesses, my companies, my entities, my
properties, and	d my other assets in excess of seven (7) years, and that DJP knows full financial
disclosure of a	all of my personal assets/information, all of my corporate assets/information, and
all of my asset	protection as DJP established and formed my Trusts;

- 40. That I have spent thousands of dollars litigating whether a conflict exists, despite DJP knowing a current conflict exists and that DJP should withdraw from representing Defendant in this matter;
- 41. That I was never told by anyone at DJP that DJP's representation of me, my Trusts, businesses, properties, and/or other assets, has concluded, ended, was terminated, or that DJP has withdrawn from its representation of me individually and/or my Trusts, businesses, properties, and/or other assets;
- 42. That at all times relevant to this Affidavit, any services provided by DJP regarding me, my Trusts, my assets, and my businesses, were all known to me to be "legal services," and no one from DJP ever indicated that there was some sort of a distinction between "legal services" and alleged "corporate services" provided by DJP;
- 43. That at all times relevant to this Affidavit, I believed that any services provided by DJP to me, my Trusts, my assets, and my businesses, were legal services of DJP;
- 44. That DJP is the resident agent of Harmony Asset Management, L.P., and DJP also served as the Resident Agent for WEZI Holdings, LLC, until about June 2016;
- 45. That in 2012, I met with Mr. Bolick in person to discuss a strategic short sale of one of my properties. Mr. Bolick and I discussed the legal ramifications of the short sale and whether it would negatively affect any of my Trusts, holdings, assets, and/or entities. Mr. Bolick

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indicated to me that he reviewed the matter with the Schwartz law firm and Mr. Bolick advised and assured me that the short sale was legally fine to proceed. Mr. Bolick also assured me that the short sale was legally fine to proceed as he indicated he had recently done a short sale of a property himself.

- 46. That in June 2013, I emailed Mr. Bolick asking for updated schedules that matched the diagrams of my Trusts. Mr. Bolick did not respond to this email;
- 47. That in April 2017, I sought legal advice from Mr. Bolick and DJP regarding Trust Certificates;
- 48. That in April 2017, I sought legal advice from Mr. Bolick regarding purchasing real property in another state;
- 49. That I sought legal advice from Mr. Bolick and DJP in July 2017 regarding the sale of certain real property located in Clark County, Nevada, which is owned by a Trust established by Mr. Bolick;
- 50. That earlier this year, I contacted Mr. Bolick by telephone about my Trusts. During this conversation, Mr. Bolick stated to me that due to the increase in size of my estate and Trusts, I should come in for a meeting with Mr. Bolick at DJP to possibly update certain Trust information and assets. However, this meeting has not occurred due to DJP representing Defendant in this matter;
- *51*. That as recently as September 1, 2017, I received correspondence regarding annual renewal with the Nevada Secretary of State for my asset management entity incorporated by DJP and placed into the Trusts created by DJP, the Harmony Asset Management, L.P.; See, Harmony Asset Management, L.P., Annual Renewal Ltr. of Sept. 1, 2017, Ex. "26."
- 52. That since 2010, I have been billed approximately over \$3,485.00 by DJP for legal services related to Plaintiff, Harmony Asset Management, L.P., and Wezi Holdings, LLC;

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See Invoices, Ex. "9."

- 53. That a majority of the bills from DJP were mailed to me 3511 South Eastern Avenue, Las Vegas, Nevada 89160 which serves as the principal place of business of my company, Plaintiff;
- That my current email address is "Leslie@pro-tectsecurity.com" and Mr. Bolick 54. corresponds with me by emailing my "Leslie@pro-tectsecurity.com" email address;
 - 55. That I believe that I am still a current client of Mr. Bolick and the DJP law firm;
- 56. That I believe that my Trusts, trust related entities including, Wezi Holdings, LLC, and Harmony Asset Management, L.P., have all been clients of the DJP law firm since their creation and/or formations;
- 57. That I believe that my Trusts, trust related entities including, Wezi Holdings, LLC, and Harmony Asset Management, L.P., and my businesses including Pro-Tect Security, LLC, and Plaintiff, are all current clients of the DJP law firm;
- 58. That I declare under penalty under the laws of the State of Nevada that the foregoing is true and correct.

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

LESLIE BRUNO

SUBSCRIBED and SWORN to before me

day of November, 2017.

NOTARY PUBLIC in and for said

County and State.

MERANDA ESPINOSA **NOTARY PUBLIC** Appt. No. 14-13852-1 My Appl. Expires May 16, 2018

EXHIBIT 2

State of Arizona Corporation Annual Report & Certificate of Disclosure for Integrated Systems Improvement Services, Inc.

EXHIBIT 2



E-FILED

STATE OF ARIZONA CORPORATION COMMISSION CORPORATION ANNUAL REPORT & CERTIFICATE OF DISCLOSURE

05881831



DUE ON OR BEFORE 5/17/2017

FILING FEE 45.00

PLEASE READ ALL INSTRUCTIONS. The following information is required by A.R.S. §§10-1622 & 10-11622 for all corporations organized pursuant to Arizona Revised Statutes, Title 10. The Commission's authority to prescribe this form is A.R.S. §§ 10-121(A) & 10-3121(A). YOUR REPORT MUST BE SUBMITTED ON THIS ORIGINAL FORM. Make changes or corrections where necessary. Information for the report should reflect the current status of the corporation.

08757171

1. INTEGRATED SYSTEMS IMPROVEMENT SERVICES, INC. 2338 W ROYAL PALM RD SUITE J

Business Phone:

(Business phone is optional.)

State of Domicile: AZ

Type of Corporation: BUSINESS

2. Statutory Agent: CORPORATION SERVICE COMPANY

PHOENIX, ARIZONA 85021

Statutory Agent's Street or Physical Address:

Mailing Address: 2338 W ROYAL PALM RD STE J City, State, Zip: PHOENIX, ARIZONA 85021

Physical Address: City, State, Zip: ,

ACC USE ONLY

Fee:

45.00

Penalty: Reinstate:

Expedite:

Resubmit:

If appointing a new statutory agent, the new agent MUST consent to that appointment by signing below. Note that the agent address must be in Arizona.

(individual) or We, (corporation or limited liability company) having been designated the new Statutory Agent, do hereby consent to this appointment until my removal or resignation pursuant to law.

Signature of new Statutory Agent

Printed Name of new Statutory Agent

3. Secondary Address:

(Foreign Corporations are REQUIRED to complete this section).

4 Character of Business:

CONTRACTOR

Received: 3/23/2017 10:11:55 AM

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(For-profit Corporations and Business Trusts are **REQUIRED** to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest in the trust estate.

5a. Please examine the corporation's original Articles of Incorporation for the amount of shares authorized.

Number of Shares/Certificates Authorized	Class	Series Within Class (if any)
7500.00	Common	
0.00		en e

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine the corporation's minutes for the number of shares issued.

Number of Shares/Certificates Issued	Clas	s	Series Within Class (if any)
1000.00	Comn	non	· · · · · · · · · · · · · · · · · · ·
0.00		and the second s	

6. **SHAREHOLDERS**:

(For-profit Corporations and Business Trusts are REQUIRED to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than a 20% beneficial interest in the corporation.

Name: ISIS HOLDING, LLC Name: Name:

7. OFFICERS:

Name	Title	Date Taking Office
DON A WRIGHT	PRESIDENT/CEO	12/29/2009
1205 CRAFTMAN WAY SUITE	102, EVERETT, WASHINGTON 9820)1
Charles Miracle	SECRETARY	7/1/2015
1205 Craftsman Way Suite 102	2, Everett, WASHINGTON 98201	
CHARLES MIRACLE	TREASURER	2/10/2013
1205 CRAFTMAN WAY SUITE	102, EVERETT, WASHINGTON 9820)1
LUIS VEGA	VICE-PRESIDENT	12/29/2009
1300 PENNSYLVANIA AVENU	JE SUITE 700, WASHINGTON, DISTR	ICT OF COLUMBIA 20004

8. **DIRECTORS**:

Name	Date Taking Office
LUIS VEGA	12/29/2009
1300 PENNSYLVANIA AVENUE SUITE 700, WASHINGTON, D 20004	ISTRICT OF COLUMBIA
ROBERT T BLAIR	12/29/2009
117 E COLORADO BLVD STE 400, PASADENA, CALIFORNIA	91105
LORIN KNELL	12/29/2009
117 E COLORADO BLVD STE 400, PASADENA, CALIFORNIA	91105
DON A WRIGHT	12/29/2009
1205 CRAFTSMAN WAY SUITE 102, EVERETT, WASHINGTON	N 98201

AR:0046 Rev. 8/2016

9.	FINA	ANCIAL DISCLOSURE (A	A.R.S.§10-11622(A)(9))	,						Page 3
			o longer required. Cooper to file a financial statemer		arketing	g associatio	ons – must su	ıbmit a finan	cial statement.	All other
ONI	LY NON	PROFIT CORPORATION	IS MUST ANSWER THIS (QUEST	<u>ON:</u>					
9A.	MEMB	<u>ERS</u> (A.R.S. §10-11622(A	A)(6))	This	corporati	on DOES [DOES NO	OT hav	e members.	
10.	CERTIF	FICATE OF DISCLOSUR	E (A.R.S. §§10-202(D), 10	·3202(D),10-162	2(A)(8) & 1	0-11622(A)(7))		
and 1.	outstandi Convic ediately p Convic	ng common shares or 10% o ted of a felony involving a tra receding the execution of thi ted of a felony, the essential	cer, director, trustee, incorpora f any other proprietary, beneficinsaction in securities, consum s certificate? elements of which consisted of isdiction within the five year pa	cial or mo er fraud of fraud, i	embership or antitru: misrepres	o interest in the st in any state entation, thef	ne corporation to e or federal juris t by false prete	peen: sdiction within	the five year	he issued period
3.	certific Subjec	ate? t to an injunction, judgment,	decree or permanent order of uch injunction, judgment, decr	any state	e or federa	al court entere	ed within the fiv	e year period	immediately pre-	ceding
	(b) fraud or registration provision) the consumer fraud laws of	ons of the securities laws of th that jurisdiction, or rade laws of that jurisdiction?	at jurisdi	ction, or					
	If "VE	S" to A the following in:	formation <u>must be submi</u>				marked: `		NO X	25
	more o	of the actions stated in Ite	ms 1 through 3 above.	tteu as	an allac	minent to th	s report for ea	acii peisoii i	subject to one t	וכ
	2. F 3. P 4. A	ull birth name. ull present name and prio resent home address. Il prior addresses for imm eriod.	r names used. ediately preceding 5 year		5. 6.	The nature or judicial a and public	location of bir e and descrip action; the dat agency involv ber of the cas	tion of each te and locati ved; and the	on; the court	
B. outst intere	anding co	ommon shares, or 20% of any	officer, director, trustee, incorp y other proprietary, beneficial okruptcy or receivership of that	or memb	ership into	erest in the co	rporation, controrporation, serv	rols or holds o ed in any suc	over 20% of the is h capacity or hel	ssued and d a 20%
				One	box r	nust be	marked:	YES	NOX	
			formation <u>must be subm</u> i	<u>tted</u> as	an attac	hment to thi	s report for ea	ach corporat	tion subject to t	he
	statem		s of each corporation and to to (i) was incorporated and poperation.			lved. ed business				
11.	STATE	MENT OF BANKRUPTCY	OR RECEIVERSHIP (A.F	R.S. 86 ⁻	10-1623	& 10-11623	3			
			bankruptcy or appointed a re-			box must b	•	YES	NO X	
	If "Yes	All officers, director the appointment of the board of direct possessing or cornor membership into the bankruptcy or (a) Name and ad	nation must be submitted as ors, trustees and major stockhold a receiver. If a major stockholders of stockhold	olders of older is a such co issued a lirector, t	the corporation of the corporate standoutstand cutstand from the corporate of the corporate	oration within on, the staten ockholder. "Nording shares major stockho	nent shall list the fajor stockholder or twenty per coolder of any othe coration give:	ne current pre er" means a s ent of any pro	for bankruptcy o sident, chairman hareholder oprietary, benefici	of ial
12.	SIGNA	ATURES: Annual Report	s must be signed and date	d by at l	least one	duly author	rized officer o	r they will be	rejected.	
Arızo	ona Depa	irtment of Revenue. I furth	all corporate income tax retu er declare under penalty of p knowledge and belief they	oeriurv t	hat I (we)	i have exami	ned this repor	ised Statutes t and the cer	s have been filed tificate, includir	d with the ng any
Nam	ie:	Charles Miracle	Date:3/23/2	2017						
Sign	ature:	Charles Miracle								
Title	:	TREASURER								
		(Signator(s) n	nust be duly authorized o	orpora	te office	r(s) listed i	n section 7 o	f this repor	t .)	

Arizona Corporation Commission Corporations Division

EXHIBIT 3

Nevada Secretary of State Prints for All Net Development, Inc. and All Net, LLC

EXHIBIT 3

Home | Forms | Announcements | FAQ | Contact Us

	ara K. Ce		RY OF S	IMIE	Search nvsos.gov
SOS IN	FORMATION	ELECTIONS	BUSINESSES	LICENSING	INVESTOR INFORMATION ONLINE SERVICE
5					My Data Reports Commercial Recordings Licens
0	ALL N	IET DE	VELO	PMENT	Γ, INC.
arch		E	Printer Friend	ly	\$ Calculate List Fees
Business Entity Infor	mation				
Status:	Active			File Da	ate: 1/17/2014
Туре:	Domestic C	orporation		Entity Numb	er: E0031342014-7
Qualifying State:	NV		Li	st of Officers Du	ue: 1/31/2018
Managed By:				Expiration Da	ite:
NV Business ID:	NV20141042	2203	Busin	ness License Ex	хр: 1/31/2018
Registered Agent Info	Central Inde	x Key:			
Name:	JOEL FERG	USON		Address	1: 1980 FESTIVAL PLAZA DR#300
Address 2:				Ci	ity: LAS VEGAS
State:	NV			Zip Cod	de: 89135
Phone:				Fa	ax:
Mailing Address 1:			٨	lailing Address	52:
Mailing City:				Mailing Sta	ite: NV
Mailing Zip Code:					
Agent Type:	Noncomme	rcial Registere	d Agent		
ew all business entities un	der this registe	red agent			
inancial Information					
No Par Share Count:	1,000.00			Capital Amour	nt: \$0
o stock records found f	or this compa	any			
— Officers				Particular de la constant de la cons	☐ Include Inactive Officers

Secretary - THENN	IIE N JORDAN		
Address 1:	2300 W. SAHARA AVE. STE. 800	Address 2:	
City:	LASVEGAS	State:	NV
Zip Code:	89102	Country:	USA
Status:	Active .	Email:	
Director - STEPHE	N MILLEDGE		
Address 1:	2300 W. SAHARA AVE. STE. 800	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89102	Country:	USA
Status:	Active	Email:	
President - JACKII	L ROBINSON		
Address 1:	2300 W. SAHARA AVE. STE. 800	Address 2:	
City:	LASVEGAS	State:	NV
Zip Code:	89102	Country:	USA
Status:	Active	Email:	
Treasurer - DONAL	LD WRIGHT		
Address 1:	2300 W. SAHARA AVE. STE. 800	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89102	Country:	USA
Status:	Active	Email:	

Actions\Amendments	
Click here to view 8 actions\amendments associated with this company	

SOS Information | Elections | Businesses | Licensing | Investor Information | Online Services | Contact Us | Sitema

101 N Carson Street Suite 3 Carson City, NV 89701 | (775) 684-57(
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5/24/2017

Entity Details - Secretary of State, Nevada

ALL NET LLC

New Se	earch	:	Printer	r Friendly		Calculate List Fees
Business Entity	Infor	mation				
Si	tatus:	Active		File	Date:	11/8/2013
	Туре:	Domestic Limite Company	d-Liability	Entity Nu	mber:	E0540662013-0
Qualifying	State:	NV		List of Officer	s Due:	11/30/2017
Manage	d By:	Managing Memb	ers	Expiration	Date:	
NV Busine	ss ID:	NV20131655764		Business Licens	е Ехр:	11/30/2017
Additional Inforr	 natio	n				
		Central Index Ke	y:			
Registered Ager	nt Info	ormation			***************************************	
N	lame:	JOEL FERGUSO	DN	Addr	ess 1:	1980 FESTIVAL PLAZA DR #30
Addre	ess 2:				City:	LAS VEGAS
	State:	NV		Zip Code:		89135
Pł	none:			Fax:		
Mailing Addre	ess 1:			Mailing Addr	ess 2:	
Mailing	City:			Mailing	State:	NV
Mailing Zip (Code:					
Agent '	Type:	Noncommercial	Registered Age	nt		
View all business e	ntities	under this registe	ered agent			
Financial Inform	ation				***************************************	
No Par Share C		l		Capital An	nount:	\$0
No stock records for	ound f	or this company			Market works	
Officers						☐ Include Inactive Office
Managing Member	r-JAC	KIE L ROBINSON	1	**************************************	***************************************	
Address 1:	2300	W SAHARA AVE	STE 800	Address 2:		
City:	LAS	VEGAS	**************************************	State:	NV	
Zip Code:	89102	2		Country:	USA	
Status:	Activ	e		Email:		
Actions\Ame	n al ion a	so tra				
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Click here to view 7	action	isiamendments a	ssociated with t	nis company		

EXHIBIT 4

Commissioner's Green Light New All Net Arena Plans News Article

EXHIBIT 4



MCM,

Commissioners green light new All Net Arena plans

Posted: Oct 18, 2017 04:49 PM PDT **Updated:** Oct 18, 2017 06:26 PM PDT

(Interactive Media Not Supported by Print)

LAS VEGAS - The All Net Arena was supposed to be ready by December of last year, but the site at the north end of the Strip is still empty.

On Wednesday, the Clark County Commission voted to allow the new plans for the project to move forward.

The man behind the project, Jackie Robinson, attended the meeting.

"You want to do it right. You only have one bite at the apple. Now, we're ready to go and get started. There won't be any stoppages," Robinson said.

Commissioners briefly discussed the \$2.7 billion plan. There was little to add to what Robinson unveiled three years ago about bringing an NBA team and resort to Las Vegas.

Officials broke ground on the arena site in 2014. Almost nothing happened after that.

Back in September, 8 News NOW reported on the revised plans for the project.

The updated plan included a larger retail and convention space and another hotel tower standing at 63 stories tall.

READ MORE: All Net Arena revisits plans to expand for basketball arena, hotel

Case 2:17-cv-01685-JAD-NJK Document 47 Filed 03/05/18 Page 26 of 243

Robinson said the difference between now and a few years ago comes down to one thing.

"We have 100% of the money," Robinson said.

Now, Robinson says work can begin. The money comes from financing.

"He had to be very prudent where we didn't have a problem like the Fontainebleau, where they didn't have enough money to finish the construction. He's got the money in the bank," said Chris Giunchigliani, Clark County Commissioner.

Robinson has the support of neighbors at Turnberry Place, who are pleased with shopping options and dedicated access.

"We hope the commission is diligent so that if the project does stall, it'll be taken care of," said Paul Buller, Turnberry Place Community Association.

Robinson said even with T-Mobile Arena, the north side of the Strip needs an arena with or without the NBA.

He says his project doesn't need pro basketball. Now, it just needs time.

"We're a resort, we're not just an arena," said Robinson.

Crews are expected to start digging at the All Net site before the end of the year 2017.

A few more agreements need to be finished with the county. Construction is expected to take three years.

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EXHIBIT 5

Nevada Secretary of State Printout of Pro-Tect Security Services, LLC and Trade Show Services, Ltd.

EXHIBIT 5

TRADE SHOW SERVICES, LTD.

Business Entity Information				
Status:	Active	File Date:	8/14/1992	
Type:	Domestic Corporation	Entity Number:	C8850-1992	
Qualifying State:	NV	List of Officers Due:	8/31/2018	
Managed By:		Expiration Date:		
NV Business ID:	NV19921053450	Business License Exp:	8/31/2018	

Additional Information	
As a 2 G. I migrate and register, register and register a	
Central Index Key:	
	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Name:	GARY E. SCHNITZER, ESQ.	Address 1:	8985 S EASTERN AVE STE 20
Address 2:	Active Active and distributives, representations are accommended to the distribution of the Company (Active) to represent active to the contract and distribution and distribution and distributions and distributions and distributions are active to the contract and distributions are active to	City:	LAS VEGAS
State:	NV	Zip Code:	89123
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Mailing Zip Code:	and the second control to the second defend of the second	,	MINISTER IN A STREET OF THE STREET OF THE STREET WAS AND A STREET OF THE
Agent Type:	Commercial Registered Agent		
Status:	Active		100 M 100 M 200

Financial Information		
No Par Share Count: 0	Capital Amount: \$ 5,000.00	and the state of t
Par Share Count: 2,500.00	Par Share Value: \$ 2.00	***************************************

- Officers			Include Inactive Officers
President - LESLIE	BRUNO		
Address 1:	3511 S EASTERN AVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89169	Country:	
Status:	Active	Email:	
Secretary - LESLIE	BRUNO		
Address 1:	3511 S EASTERN AVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89169	Country:	
Status:	Active	Email:	
Treasurer - LESLIE	BRUNO		
Address 1:	3511 S EASTERN AVE	Address 2:	
City:	LAS VEGAS	State:	NV

Status:	Active	Email:	
rector - LESLIE I	BRUNO		
Address 1:	3511 S EASTERN AVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89169	Country:	
Status:	Active	Email:	

Action Type:	Articles of Incorporation		
Document Number:	C8850-1992-001	# of Pages:	1
File Date:	8/14/1992	Effective Date:	
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Action Type:	Annual List		
Document Number:	C8850-1992-005	# of Pages:	1
File Date:	8/3/1998	Effective Date:	
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Case 2:17-cv-01685-JAD-NJK Document 47 Filed 03/05/18 Page 31 of 243

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ROSS MILLER Secretary of State 206 North Carson Street Carson City, Nevada 89701-4299 (775) 684 5708 Website: www.nvsos.gov

Articles of Organization Limited-Liability Company (PURSUANT TO NRS CHAPTER 86)

Filed in the office of	Document Number 20090189971-26
Ross Miller	Filing Date and Time 02/25/2009 11:28 AM
Secretary of State State of Nevada	Entity Number E0109102009-5

USE BLACK INK ONLY	- DO NOT HIGHLIGHT	ABOVI	E SPACE IS FOR OFFICE USE ONLY
1. Name of Limited- Liability Company: (must contain approved limited-liability company wording; see instructions)	PRO-TECT SECURITY SERVICES, LI	.C	Check box if a Series Limited- Liability Company
2. Registered Agent for Service of Process: (check only one box)	Commercial Registered Agent: Name Noncommercial Registered Agent (name and address below) LESLIE BRUNO	(name an	Position with Entity ad address below)
	Name of Noncommercial Registered Agent OR 3511 S. EASTERN Street Address Mailing Address (if different from street address)	Name of Title of Office of Other Po	Nevada 89169 Zip Code Nevada Zip Code
3. Dissolution Date: (optional)	Latest date upon which the company is to dis	solve (if existence is not perpe	tual);
4. Management: (required)	Company shall be managed by:	anager(s) OR (check only one box)	Member(s)
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) LESLIE BRUNO Name [3511 S. EASTERN Street Address 2) Name Street Address 3) Name Street Address	LAS VEGAS City City	NV 89169 State Zip Code State Zip Code
6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	LESLIE BRUNO Name 3511 S. EASTERN Address	Organizer Signature LAS VEGAS City	NV 89169 State Zip Code
7. Certificate of Acceptance of Appointment of Registered Agent:	Authorized Signature of Registered Agent or O	ed Agent for the above nam resident	ned Entity.

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 DLLC Articles Revised on 7-1-08

INITIAL LIST OF MANAGERS OR MANAGING MEMBE	ERS AN	ND REGIS	STERED A	GENT (OF FILE NUMBER
PRO-TECT SECURITY SERVICES, LLC NAME OF LIMITED-LIABILITY COMPANY				ea - ,, , , , , , , , , , , , , , , , , ,	o oktory von seemonst
FOR THE FILING PERIOD OF FEBRUARY 2009 TO FEBRUAR	Y 2010				
The entity's duly appointed registered agent in the State of Novada upon whom process ca	an be serve	od is:	iled in the o	flice of	Document Number 20090189972-37
LESLIE BRUNO 3511 S. EASTERN LAS VEGAS, NV 89169			loss Miller lecretary of state of Neva		Filing Date and Time 02/25/2009 11:28 A Entity Number E0109102009-5
A FORM TO CHANGE REGISTERED AGENT INFORMATION CAN BE FOUND ON OU	JR WEBSIT	rE:			
USE BLACK INK ONLY - DO NOT HIGHLIGHT					OFFICE USE ONLY
Return one file stamped copy. (If filing not accompanied by order inst		,	copy will be ser	nt to regist	ered agent.)
YOU MAY NOW FILE YOUR INITIAL LIST ONLINE AT www	w.nvsos	s.gov			
IMPORTANT: Read instructions before completing and returning this form. Print or type names and addresses, either residence or business, for all manager or ma the form. FORM WILL BE RETURNED IF UNSIGNED. If there are additional managers or managing members, attach a list of them to this form Return the completed form with the \$125.00 filling fee. A \$75.00 penalty must be added. 	m.			,	
date. 4. Make your check payable to the Secretary of State. Your canceled check will constitute 5. Ordering Coples: If requested above, one file stamped copy will be returned at no add A copy fee of \$2.00 per page is required for each additional copy generated when or	e a certifica dítional cha	ite to transact b irge. To receiv	usiness. s a certified copy	, enclose ar	n additional \$30,00 per certification.
accompany your order. 6. Return the completed form to: Secretary of State, 202 North Carson Street, Carson Cit? 7. Form must be in the possession of the Secretary of State on or before the last day of the receipt date.) Forms received after due date will be returned for additional tees and per	ty, Nevada te first mon	89701-4201, (7	75) 684-5708.		
		ALTY: \$75.00			
NAME		(DOCUMENT V	VILL BE REJEC	TED IF TITI	LE NOT INDICATED)
LESLIE BRUNO		X MANA	GER	MANAG	3ING MEMBER
ADDRESS 3511 S. EASTERN	LAS	VEGAS	and the second section of the sectio		ATE ZIP CODE
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deciare, to the best of my knowledge under penalty of perjury, that the above ment hat pursuant to NRS 239.330, it is a category C felony to knowingly offer any false of	or forged Ir	netrument for	id with the prov filing in the Offi	islans of N ce of the Si	RS 360,780 and acknowledge secretary of State.
Signature of Manager or Managing Member	Pr	reside	~t Nov	rada S ocrot	ary of State Initial List Manor Mem Revised: 7-1-08
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				FILE NUMBER
STATE BUSINESS LICENSE APPLICATION OF: PRO-TECT SECURITY SERVICES, LLC		***************************************	***************	E0109102009-5
IAME OF LIMITED-LIABILITY COMPANY				130107102007-0
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YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov			1 1881 21 11	*110401*
ne entity's duly appointed registered agent in the State of Nevada upon whom process o	an be served is:	Filed in th	e office of	Document Number
LESLIE BRUNO		1	Me_	20100013803-18
3511 S. EASTERN LAS VEGAS, NV 89169 USA		Ross Mille		Filing Date and Time
Circle 1 suprassif 11 (O) 202 ODIL		Secretary		01/12/2010 9:21 A Entity Number
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A copy fee of \$2.00 per page is required for each additional copy generated when caccompany your order.	ordering 2 or more	file stamped or cert	ified copies.	Appropriate instructions must
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Month and year your State Business License expires: NAME LESLIE BRUNO ADDRESS 3511 S. EASTERN NAME ADDRESS NAME ADDRESS Declare, to the best of my knowledge under penalty of perjury, that the above mer be 2009 seasion of the Nevada Legislature and acknowledge that pursuant to NRS	CITY CITY COTY COTY COTY COTY COTY COTY COTY	UMENT WILL BE R MANAGER S UMENT WILL BE R MANAGER MANAGER UMENT WILL BE R MANAGER	OO2 - 5 OO3 - F OO5 - N OO5 - N EJECTED IF MA EJECTED IF MA	O1(c) Nonprofit Entity forme-based Business latural Person with 4 or less latural Person with 4 or less ental dwelling units dotion Picture Company URS 680B.020 Insurance Co. TITLE NOT INDICATED) NAGING MEMBER STATE ZIP CODE
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ANNUAL LIST OF MANAGERS OR MANAGING MEMB STATE BUSINESS LICENSE APPLICATION OF:	ERS AN	ND REGISTERED AGENT AND
PRO-TECT SECURITY SERVICES, LLC		E0109102009-5
NAME OF LIMITED-LIABILITY COMPANY	;	harden de la company de la
FOR THE FILING PERIOD OF 2/2011 TO 2/20	12	
YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov		*******
The entity's duly appointed registered agent in the State of Nevada upon whem process car	n be served i	Filed in the office of Document Number
LESLIE BRUNO		20110146942-20
3511 S. EASTERN LAS VEGAS, NV 89169 USA		Filing Date and Time
LAS VEGAS, INV 89109 USA	1	Ross Miller Secretary of State 02/28/2011 7:59 AM Entity Number
	Ĭ	State of Nevada E0109102009-5
A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: www.nv	vsos.gov	
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IMPORTANT: Read instructions before completing and returning this form,		hour A Nanagay ay if nana a Nanagha Mambar of the LLC much sign
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2, if there are additional managers or managing members, attach a list of them to this form 3. Annual list fee is \$125.00. A \$75.00 penalty must be added for failure to file this form by	the deadline	e An annual list received impre than 90 days before its due date shall be
deemed an amended list for the previous year.		
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for fa 5. Make your check payable to the Secretary of State.		
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7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City 8. Form must be in the possession of the Secretary of State on or before the last day of the	month in w	high it is due. (Postmark date is not accepted as receipt date.) Forms
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Pursuant to NRS, this corporation is exempt from the business ticense to	ee Exemn	oo2 - 501(c) Nonprofit Entity
		003 - Home-based Business 004 - Natural Person with 4 or less
Month and year your State Business License expires:	20	rental dwelling units 005 - Motion Picture Company
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LESLIE BRUNO		MANAGER MANAGING MEMBER
ADDRESS	CITY	STATE ZIP CODE
3511 S. EASTERN	LAS VE	GAS NV 89169
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l declare, to the beat of my knowledge under penalty of perjury, that the above ment the 2009 assaion of the Nevada Legislature and acknowledge that pursuant to NRS 2 Instrument for filing in the Office of the Secretary of State.	loned entity 239.330, it is	rhas complied with the provisions of sections 6 to 18 of AB 145 of s a category C felony to knowingly offer any false or forged
▼ BEN DOUGLAS	Title	Dete
Χ		GENERAL MANAGER 2/28/2011 7:57:34 AM
Signature of Manager or Managing Member		Nevada Secretary of State Annual List ManorMem Revised: 8-5-09

ANNUAL LIST OF MANAGERS OR MANAGING MEMI STATE BUSINESS LICENSE APPLICATION OF:				D FILE NUMBER
PRO-TECT SECURITY SERVICES, LLC				E0109102009-5
NAME OF LIMITED-LIABILITY COMPANY	herphore danner conservation			
FOR THE FILING PERIOD OF 2/2012 TO 2/2	013	II		
**YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov				
The entity's duly appointed registered agent in the State of Nevada upon whom process of				110401*
LESLIE BRUNO	······································	Filed in the of	fice of Docum	ent Number
3511 S. EASTERN	27.00	· call	·	20203482-94 Date and Time
LAS VEGAS, NV 89169 USA		Ross Miller	Lumgi	3/2012 1:35 PM
		Secretary of St	tate Entity 1	Number
		State of Nevad	ia E010	09102009-5
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Return one file stamped copy. (If filing not accompanied by order in	nstructions, file st	amped copy will be s	sent to registered	d agent.)
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declare, to the best of my knowledge under penalty of perjury, that the above men he 2009 seasion of the Nevada Legislature and acknowledge that purauant to NRS				
natrument for filing in the Office of the Secretary of State.	Tiele		.	
X LESLIE L BRUNO	Title	PRESIDENT	Date 3/2	3/2012 1:33:09 PM
			announced belowed	ate Annual List ManorMem
Signature of Manager or Managing Member		iveva	so conclary or Oli	ne Annual List Manonviert Revised: 8-5-09

ANNUAL LIST OF MANAGERS OR MANAGING MEM STATE BUSINESS LICENSE APPLICATION OF:	BERS AND F	REGISTERED AGE	NT AND
PRO-TECT SECURITY SERVICES, LLC	n an marian an a	***************************************	E0109102009-5
NAME OF LIMITED-LIABILITY COMPANY	emeritari yajaki jarren meringina	***************************************	and the second s
FOR THE FILING PERIOD OF 2/2012 TO 2/2	2013		
**YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov	**		
The entity's duly appointed registered agent in the State of Nevada upon whom process	can be served is:		*110401*
LESLIE BRUNO		Filed in the office o	Document Number 20120263075-28
3511 S. EASTERN	244	· ca Man	Filing Date and Time
LAS VEGAS, NV 89169 USA	i i	Ross Miller Secretary of State	04/16/2012 11:15 AN
		State of Nevada	Entity Number E0109102009-5
A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: www.	nysos nov	020300000000000000000000000000000000000	
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Return one file stamped copy. (If filing not accompanied by order in	nstructions, file sta		
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 If there are additional managers or managing members, attach a list of them to this for Annual list fee is \$125,00. A \$75,00 penalty must be added for failure to file this form 		annual liet rogoived more than	90 days bafara ita dua data shali ba
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accompany your order,			Appropriate instructions must
 Return the completed form to: Secretary of State, 202 North Carson Street, Carson C Form must be in the possession of the Secretary of State on or before the last day of t 	aty, Nevada 89701-42 he month in which it i	201, (775) 684-5708. s due. (Postmark date is not	accepted as receipt date.) Forms
received after due date will be returned for additional fees and penalties. Failure to inc ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY; \$75.00	clude annual list and l	business license fees will resu	It in rejection of filing.
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Complete only if applicable			Governmental Entity
Pursuant to NRS, this corporation is exempt from the business license	lee. Exemption of		501(c) Nonprofit Entity Home-based Business
	g1114110077711114111	004 -	Natural Person with 4 or less
Month and year your State Business License expires:	20	005 -	ental dwelling units Votion Picture Company
			NRS 680B.020 Insurance Co.
NAME LESLIE BRUNO	*****	ENT WILL BE REJECTED IF	
netra a como con contrata care a como assenta a care a	.,,,,: LK	Recognical Control	NAGING MEMBER
ADDRESS 3511 S. EASTERN	CITY LAS VEGAS	······································	STATE ZIP CODE NV 89169
991 B. EAD ICHN Barring and All Commence of the Commence of	I LAS VEGAS		NV 89169
NAME :: LESLIE L BRUNO		ENT WILL BE REJECTED IF	1
полительной положений поло		MANAGER MA	NAGING MEMBER
ADDRESS 3611 S. EASTERN AVE.	CITY		STATE ZIP CODE
OUT O. CASTENIA N.C.	LAS VEGAS		NV 89169
NAME	,,,,,, (DOCUM	ENT WILL BE REJECTED IF	TITLE NOT INDICATED)
	\ \ \	MANAGER MA	NAGING MEMBER
ADDRESS	CITY	Princeron to the second	STATE ZIP CODE
anna anna anna anna anna anna anna ann			Liming Contrast interpretation and
NAME	(DOCUM	ENT WILL BE REJECTED IF	TITLE NOT INDICATED)
www.comming.commence.commence.commence.commence.commence.commence.commence.commence.commence.commence.commence	<u> </u>	MANAGER MA	NAGING MEMBER
ADDRESS	CITY		STATE ZIP CODE
Семен Энеция (поставления сементе общения выпасительный выпасительный выпасительный выпасительный выпасительны			
declare, to the best of my knowledge under penalty of perjury, that the above mer he 2009 seasion of the Nevada Legialature and acknowledge that pursuant to NRS astrument for filing in the Office of the Secretary of State.			
LESLIE L BRUNO	Title		Date
<u> </u>	MAN	AGING MEMBER	4/16/2012 11:12:53 AM
Signature of Manager or Managing Member		Nevada Secr	etary of State Annual List ManorMem Revised: 8-5-09

ANNUAL LIST OF MANAGERS OR MANAGING MEMBE AND STATE BUSINESS LICENSE APPLICATION OF:	HS AND REGISTE	HED AGEN	FILE NUMBER
PRO-TECT SECURITY SERVICES, LLC			
NAME OF LIMITED-LIABILITY COMPANY		- -)	E0109102009-5
FOR THE FILING PERIOD OF FEB, 2013 TO FEB, 2014.	Due by Feb 28, 2013		
YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov	Fig. 1		H DHANKING KAN
The unlity's duly appointed registered agent in the State of Nevada upon whom process can			f Document Number 20130226288-34
LESLIE BRUNO	1-6	Ta Man	Filing Date and Time
3511 S. EASTERN LAS VEGAS NV 89169		Miller	04/04/2013 8:46 Al
LAS VEGAS INV 69109		etary of State of Nevada	Entity Number
	State	OI Nevada	E0109102009-5
A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: www.nv	sos:804		
USE BLACK INK ONLY - DO NOT HIGHLIGHT			PACE IS FOR OFFICE USE ONLY
Return one file stamped copy. (If filing not accompanied by order instru	ictions, file stamped copy v	viii be sent to regi	stereo adenti!
IMPORTANT: Read instructions before completing and returning this form. 1. Print or type names and addresses, either residence or business, for all manager or man.	olina mamhara - A Manaras . s	or If none. a Manag	ing Member of the LLC must sign
the form FORM WILL BE RETURNED IF UNSIGNED.	aging members, in managor, c	or it house, a manag	
2. If there are additional managers or managing members, attach a list of them to this form. 3. Return completed form with the filing fee of \$125.00. A \$75.00 penalty must be added to	r failure to file this form by the	deadline.	
4. State business license fee la \$200.00. Effective 2/1/2010, \$100 must be added for fallure	to file form by deadline.	out.	
5. Make your check payable to the Secretary of State.	linnal charge. To receive a cer	rtified copy, enclose	an additional \$30.00 per certification.
A copy fee of \$2.00 per page is required for each additional copy generated when order	ng 2 or more file stamped or c	ertified copies. Appr	ropriate instructions must
accompany your order. 7. Return the completed form to: Socretary of State, 202 North Carson Street, Carson City	Nevada 89701-4201, (775) 66	34-5708.	
a Francisco La Jacob Anna Control of the Programme of State on or before the last day of the	month in which it is due. (Pos	tmark date is not ac	cepted as receipt date.) Forms
received after due date will be returned for additional fees and penalties. Failure to include	Initial list and business license	1002 MIII (AZDIL III IE	Jackon of ming.
FILING FEE; \$125.00 LATE PENALTY: \$75.00	BUSINESS LICENSE FEE	: \$500'00 CALE	² ENALTY; \$100,00
CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX B	<u>ELOW</u>	NRS 7	6,020 Exemption Codes
		001 - G	overnmental Entity
Pursuant to NRS Chapter 76, this entity is exempt from the business licen		000	otion Picture Company RS 680B.020 Insurance Co.
NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be	e strached. Failure to attach	the 000 - N	NO 0000.020 matriand do.
Declaration of Eligibility will result in rejection, which could result in lete fees.			
NAME	(DOCUMENT WILL	BE REJECTED IF T	ITLE NOT INDICATED)
LESLIE BRUNO	X MANAGER		AGING MEMBER
Millionaria, managaman man Managaman managaman	CITY	5	STATE ZIP CODE
ADDRESS 3511 S. EASTERN	LAS VEGAS		NV 89169
3311 S. EAGTERO		I	
NAME	1 '		TITLE NOT INDICATED)
LESLIE L BRUNO	MANAGER		AGING MEMBER
ADDRESS	CITY	;	STATE ZIP CODE
3511 S. EASTERN AVE.	LAS VEGAS		NV 89169
NAME	(DOCUMENT WILL	BE REJECTED IF T	TITLE NOT INDICATED)
	MANAGER		AGING MEMBER
ADDRESS	CITY		STATE ZIP CODE
NAME	/DOCUMENT WILL	pe pe lecten le	TITLE NOT INDICATED)
IVANC	MANAGER		AGING MEMBER
	.		STATE ZIP CODE
ADDRESS	CITY	1	
] [La Maria de la Carta de la Car	NOC Chapter 76 and
I declare, to the best of my knowledge under possity of perjury, that the above ment acknowledge that pursuant to NRS 239.330, it is a category C felony to knowlingly of	oned entity has compiled wi er any false or forged instru	in the provisions of mant for filing in th	e Office of the Secretary of
State.			
V SA I IKA	Title	0. 1 5 .=	Date /- /3
* XQANA DIO	- I Lucian militaria managementa	embers.	Q-1-13
Clausture of Manager or Managing Member	\sim	wevena Secretary of	State Annual List ManorMam

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE **BUSINESS LICENSE APPLICATION OF: ENTITY NUMBER** PRO-TECTSECURITY SERVICES, LLC E0109102009-5 NAME OF LIMITED-LIABILITY COMPANY 3/1/2014 2/28/2015 FOR THE FILING PERIOD OF TO USE BLACK INK ONLY - DO NOT HIGHLIGHT Document Number Filed in the office of **YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov** 20140121982-40 · con Min Return one file stamped copy. (If filing not accompanied by order instructions, Filing Date and Time file stamped copy will be sent to registered agent.) Ross Miller 02/20/2014 7:47 AM IMPORTANT: Read instructions before completing and returning this form. Secretary of State Entity Number 1. Print or type names and addresses, either residence or business, for all manager or managing State of Nevada E0109102009-5 members. A Managar, or If none, a Managing Member of the LLC must sign the form. FORM WILL BE RETURNED IF UNSIGNED. 2. If there are additional managers or managing members, attach a list of them to this form. 3. Return completed form with the fee of \$125.00. A \$75.00 penalty must be edded for failure to file this ABOVE SPACE IS FOR OFFICE USE ONLY form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year. 4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline. 5. Make your check payable to the Secretary of State. 6. <u>Ordering Copies:</u> If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order, 7, Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5709, 8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing. ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 (II (IIIng late) BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (If filing late) CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW NRS 76,020 Exemption Codes 001 - Governmental Entity Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code: 005 - Motion Picture Company 006 - NR\$ 680B,020 Insurance Co. NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees. NAME MANAGER OR MANAGING MEMBER LESLIE L BRUNO ADDRESS CITY STATE ZIP CODE 3511 S EASTERN AVE LAS VEGAS NV 89169 NAME MANAGER OR MANAGING MEMBER ADDRESS CITY STATE ZIP CODE NAME MANAGER OR MANAGING MEMBER ADDRESS CITY STATE ZIP CODE NAME MANAGER OR MANAGING MEMBER

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulant intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

CITY

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239,330, it is a category C (elony to knowledge) offer any false or forged instrument for filing in the Office of the Secretary of State.

X Signature of Manager, Managing Member or

Other Authorized Signature

ADDRESS

MANAGING MEMBER

Date

STATE ZIP CODE

2/17/2014

Nevade Secretary of Stale List ManorMem Revised: 8-8-13

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING BUSINESS LICENSE APPLICATION OF: PRO-TECT SECURITY SERVICES, LLC	G MEMBERS	S AND STATE	ENTITY NUMBER E0109102009-5
NAME OF LIMITED-LIABILITY COMPANY	***************************************		
FOR THE FILING PERIOD OF FEB, 2015 TO FEB, 2	2016		
USE BLACK INK ONLY - DO NOT HIGHLIGHT	wiewinamphere.		*100402*
YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflum	ne.gov	Filed in the office of	Document Number
Return one file stamped copy. (If filing not accompanied by order ins file stamped copy will be sent to registered agent.)	structions,	Loudona. K. (yarste	20150158007-39
IMPORTANT: Read instructions before completing and returning this form.		Barbara K. Cegavske Secretary of State	Filing Date and Time 04/06/2015 4:36 PM
 Print or type names and addresses, either residence or business, for all manager or man members. A Manager, or if none, a Managing Member of the LLC must sign the form BE RETURNED IF UNSIGNED. 	naging n. FORM WILL	State of Nevada	Entity Number E0109102009-5
 If there are additional managers or managing members, attach a list of them to this form Return completed form with the fee of \$125.00. A \$75.00 penalty must be added for fail form by the deadline. An annual list received more than 90 days before its due date she an amended list for the previous year. 	lure to file this		umen was filed electronically) PACE IS FOR OFFICE USE ONLY
4. State business license fee is \$200.00. Effective 2/1/2010, \$100,00 must be added for ta	ailure to file form by o	deadline.	
 Make your check payable to the Secretary of State. Ordering Copies: If requested above, one file stamped copy will be returned at no add A copy fee of \$2.00 per page is required for each additional copy generated when ore accompany your order. 	70	,	en additional \$30.00 per certification. ppropriate instructions must
 Return the completed form to: Secretary of State, 202 North Carson Street, Carson City Form must be in the possession of the Secretary of State on or before the last day of the received after due date will be returned for additional fees and penalties. Failure to include 	e month in which it is	due. (Postmark date is not ac	
ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 (Minimalere)	BUSINESS LICENS	SE FEE: \$200.00 LATE PE	NALTY: \$100.00 (f filing late)
CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX I	BELOW		3 76.020 Exemption Codes
Pursuant to NRS Chapter 76, this entity is exempt from the business licer	nse fee. Exemptio	n oodo:	- Governmental Entity - Motion Picture Company
NOTE: If claiming an exemption, a notarized Declaration of Eligibility for attach the Declaration of Eligibility form will result in rejection, which co	m must be attac ould result in late	med. ranute to	- NRS 680B.020 Insurance Co.
NAME LESLIE BRUNO	MAN	AGER OR MANAGIN	G MEMBER
ADDRESS 3511 S. EASTERN, USA	CITY LAS VEGAS		STATE ZIP CODE NV 89169
NAME	MANA	AGER OR MANAGIN	G MEMBER
AODRESS	CITY		STATE ZIP CODE
NAME		/ insumment of the continues of the cont	21-221-22 311-221-22-22-22-22-22-22-22-22-22-22-22-
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	MAN	AGER OR MANAGIN	G MEMBER
ACCRESS	OTY.	• • • • • • • • • • • • • • • • • • •	STATE ZIP CODE
I NAME			and the second second
197WIL	MAN	AGER OR MANAGIN	G MEMBER
ACCORESS	CITY		STATE ZIP CODE
None of the managera or managing members identified in the ilat of managers and members identified in the ilat of managers and members identified in the ilat of managers and members identified in the ilat of managers.	nanaging members Yor managing mem	has been identified with the ber in furtherance of any uni	fraudulent intent of concealing awful conduct.
I declare, to the best of my knowledge under penalty of perfury, that the information a category C felony to knowingly offer any false or forged instrument for filing in the	contained herein is	correct and acknowledge th	
X LESUE BRUNO	Title MANA	GING MEMBER	Dato 4/6/2015 4:36:37 PM
Signature of Manager, Managing Member or Other Authorized Signature	•	Nevada	Secretary of State List ManorMem Rovised: 1-5-15

App 1 Page 038

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING BUSINESS LICENSE APPLICATION OF:	G MEMBERS	S AND STATE	ENTITY NUMBER
PRO-TECT SECURITY SERVICES, LLC			E0109102009-5
NAME OF LIMITED-LIABILITY COMPANY			
FOR THE FILING PERIOD OF FEB, 2016 TO FEB, 2016	2017		
USE BLACK INK ONLY - DO NOT HIGHLIGHT			*100403*
YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflun	ne.gov	Filed in the office of	Document Number
Return one file stamped copy. (If filling not accompanied by order ins file stamped copy will be sent to registered agent.)	structions,	Ballon K. Cegarde	20160102997-57 Filing Date and Time
<u>IMPORTANT:</u> Read instructions before completing and returning this form.		Barbara K. Cegavske Secretary of State	03/04/2016 11:42 AM
 Print or type names and addresses, either residence or business, for all manager or ma members. A Manager, or If none, a Managing Member of the LLC must sign the form BE RETURNED IF UNSIGNED. 		State of Nevada	Entity Number E0109102009-5
 If there are additional managers or managing members, attach a list of them to this form Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for fail form by the deadline. An annual list received more than 90 days before its due date sha an amended list for the previous year; 	lure to file this all be deemed	ABOVE S	aunom was hied electronically.) PACE IS FOR OFFICE USE ONLY
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for fe	allure to file form by	enilbeet.	
 Make your check payable to the Socretary of State. <u>Ordering Coples</u>: If requested above, one file stamped copy will be returned at no add A copy fee of \$2.00 per page is required for each additional copy generated when or accompany your order. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City 	dering 2 or more file v, Nevada 89701-42	stamped or certified copies. A 01, (775) 684-5708.	ppropriete instructions must
Form must be in the possession of the Secretary of State on or before the last day of the received after due date will be returned for additional fees and penalties. Failure to include	ude annual list and b	usiness license fees will result	in rejection of filing.
ANNUAL LIST FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filing late)	BUSINESS L	ICENSE FEE: \$200.00 LA	E PENALTY: \$100,00 fif filling late)
CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX E	BELOW		S 76.020 Exemption Codes
Pursuant to NRS Chapter 76, this entity is exempt from the business licen-	se fee. Exemptio	a aada:	- Governmental Entity - Motion Picture Company
NOTE: If claiming an exemption, a notarized Declaration of Eligibility for attach the Declaration of Eligibility form will result in rejection, which cou	m must be attac uld result in late	hed. Fallure to 006	- NRS 680B.020 Insurance Co.
NAME			
LESLIE BRUNO	MAN	AGER OR MANAGIN	G MEMBER
ADDRESS	CITY		STATE ZIP CODE
3511 S. EASTERN, USA		S	NV 89169
NAME	MAN	AGER OR MANAGIN	G MEMBER
ADDRESS	***	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	STATE ZIP CODE
AUTICOS:		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	917/15
NAME	Sequestioning	egy the control of th	WHENTER BOTTOM TO THE TOTAL TOT
The state of the s	MAN	AGER OR MANAGIN	G MEMBER
ADDRESS	CITY		STATE ZIP CODE
NAME:	MAN	AGER OR MANAGIN	G MEMBER
ADDRESS			STATE ZIP CODE
None of the managers or managing members identified in the list of managers and r	nanaging members	has been identified with the	fraudulent intent of concealing
the identity of any person or persons exercising the power or suthority of a manage I deciare, to the best of my knowledge under penalty of perjury, that the information a category C felony to knowingly offer any false or forged instrument for filling in the	contained herein is	s correct and acknowledge ti	
X LESLIE BRUNO		GING MEMBER	Date
Signature of Manager, Managing Member or	MANA	UING WENBER	3/4/2016 11:42:45 AM
Other Authorized Signature		Nevad	a Secretary of State List ManorMom Rovised: 7-1-15

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING BUSINESS LICENSE APPLICATION OF:	MEMBERS	AND STATE	ENTITY NUMBER
PRO-TECT SECURITY SERVICES, LLC	irA6		E0109102009-5
NAME OF LIMITED-LIABILITY COMPANY	************		
FOR THE FILING PERIOD OF FEB, 2017 TO FEB, 2	810	1 (1 1 1	
USE BLACK INK ONLY - DO NOT HIGHLIGHT			
**YOU MAY FILE THIS FORM ONLINE AT www.nvsliverflum	•	Filed in the office o	Document Number
Return one file stamped copy. (If filing not accompanied by order ins file stamped copy will be sent to registered agent.)	Iructions,	Barbon K. (youste	20160528971-71
MPORTANT: Read instructions before completing and returning this form.		Barbara K. Cegavsk Secretary of State	e Filing Date and Time 12/05/2016 4:26 PM
 Print or type names and addresses, either residence or business, for all manager or man members. A Manager, or if none, a Managing Member of the LLC must sign the form. BE RETURNED IF UNSIGNED. 		State of Nevada	Entity Number E0109102009-5
 If there are additional managers or managing members, attach a list of them to this form. Return completed form with the fee of \$150,00. A \$75.00 penalty must be added for failt form by the deadline. An annual list received more than 90 days before its due date sha an amended list for the previous year. 	ure to file this		oscheni wa s allog el ec ifonicelly.) SPACE IS FOR OFFICE USE ONLY
4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for fa	ilure to file form by d	eadline,	
 Make your check payable to the Secretary of State. Ordering Copies: If requested above, one file stamped copy will be returned at no addit A copy fee of \$2.00 per page is required for each additional copy generated when ord accompany your order. 	lering 2 or more file :	stamped or certified copies.	se an additional \$30.00 per certification. Appropriate instructions must
 Return the completed form to: Secretary of State, 202 North Carson Street, Carson City Form must be in the possession of the Secretary of State on or before the last day of the received after due date will be returned for additional fees and penalties, Failure to inclu 	month in which it is	due. (Postmark date is not	
ANNUAL LIST FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filing late)	BUSINESS LI	CENSE FEE: \$200.00 L	VTE PENALTY: \$100.00 (il filing late)
CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX B Pursuant to NRS Chapter 76, this entity is exempt from the business licens NOTE: If claiming an exemption, a notarized Declaration of Eligibility form attach the Declaration of Eligibility form will result in rejection, which cou	e tee. Exemption	code: 00 00 00 ed. Fallure to 00	RS 76.020 Exemption Codes 1 - Governmental Entity 5 - Motion Picture Company 6 - NRS 680B.020 Insurance Co.
LESLIE BRUNO	MANA	AGER OR MANAGII	NG MEMBER
ADDRESS 3511 S. EASTERN , USA	CITY LAS VEGAS		STATE ZIP CODE NV 89169
NME			
	MANA	GER OR MANAGII	NG MEMBER
ADDRESS	CITY		STATE ZIP CODE
NAME	MANA	GER OR MANAGII	NG MEMBER
ACORESS	CITY	onemonomonica maiscas,	STATE ZIP CODE
NAME	MANA	GER OR MANAGII	NG MEMBER
ACORESS			STATE ZIP CODE
None of the managers or managing members identified in the list of managers and in the identity of any person or persons exercising the power or authority of a manager			
I declare, to the best of my knowledge under penalty of perjury, that the information of a category C felony to knowledgy offer any false or forged instrument for filling in the			that pursuant to NRS 239.330, it is
X LESLIE L BRUNO	Title PF	LESIDENT	Date 12/5/2016 4;26:40 PM
Signature of Manager, Managing Member or	***************************************		
Other Authorized Signature			A CONTRACTOR OF THE PROPERTY O

App 1 Page 040

EXHIBIT 6

Retainer Agreement

EXHIBIT 6

	RETAINER AGREEMENT	
I am retaining the law firm firm"), to prepare the documents list	of DURHAM JONES & PINEGAR, a priced below for a flat fee of \$ 6,500.0	ofessional corporation, ("the
ESTATE PLANNING Living Trust - Simple Living Trust - A/B Living Trust - A/B/C Pour-Over Will DPOA-Health Care DPOA-Assets Living Will Trust Amendment	Grantor Retained Annuity Trust Nevada Asset Protection Trust Offshore Trust Trust Administration BUSINESS Corporation Limited Liability Company	REAL ESTATE Quit-Claim Deed Grant, Bargain & Sale Deed Affidavit Terminating J.T. Deed of Trust and Note Assignment of Trust Deed Homestead
Codicil to Will Last Will & Testament Children's Trust Education Trust	Family Limited Partnership General Partnership Non-Profit Corporation/Trust Corporate Clean-Up Stock Purchase Agreement	OTHER
Generation-Skipping Trust Special Needs Trust Irrevocable Life Insurance Trust Qualified Personal Residence Trust Charitable Remainder Trust	Asset Purchase Agreement Buy-Sell Agreement	Does not indiedl) expeditifil, deld for recording iests.
All costs, such as filing fees, recording appropriate costs, will be paid in addi	g fees, photocopies, postage, long distartion to professional fees.	nce phone calls and other 590.00
ī	TOTAL AMOUNT OF RETAINER: \$	7,090.00
emaining one-half of professional fee egardless of whether I execute or im	of professional services before services a is upon completion of the documents pro plement the documents. I direct the firn agreement regardless of whether I have	epared by the firm,
emaining one-half of professional fee egardless of whether I execute or imple documents upon execution of this rm at this time. In a mount which is not paid in full wer month from the due date, compound the form the due to wards a service of the form as a lien until my bill it is a service of the form the for	is upon completion of the documents proplement the documents. I direct the firm agreement regardless of whether I have within fifteen (15) days from its due date unded monthly until paid in full. I agree any bill over thirty (30) days past due. my statement. I understand that all que writing within thirty (30) days of the bill ze the firm to retain my file and all of ms paid in full. If I request additional legifor such services at the firm's standard in the	epared by the firm, In to begin preparation of the deposited funds with the will bear interest at 1.5% to pay all costs of The firm may at any time stions or objections ling or I will be deemed to y papers and documents all services to be rates at the time the
emaining one-half of professional fee egardless of whether I execute or imple documents upon execution of this rm at this time. ny amount which is not paid in full wer month from the due date, compound the form the due date, compound the date, due dat	is upon completion of the documents proplement the documents. I direct the firm agreement regardless of whether I have writhin fifteen (15) days from its due date unded monthly until paid in full. I agree any bill over thirty (30) days past due, my statement. I understand that all que writing within thirty (30) days of the bill ze the firm to retain my file and all of mis paid in full. If I request additional leg-	epared by the firm, In to begin preparation of the deposited funds with the will bear interest at 1.5% to pay all costs of The firm may at any time stions or objections ling or I will be deemed to y papers and documents all services to be rates at the time the

f:\forms.general.client\retainer agreements\retainerdjp- use this one for ep 2009.doc

9 01 10	CLIENT INFORMATIO	N Jack Mushel
Date: 8.23.10	Referred by:	Jack proper
MARKET CARROLA CONTRACTOR	PERSONAL INFORMATION	
	CLIENT	CLIENT 2
Name ·	Leslie Bruno	
Street Address	3511 S. Eastern Ave	
Mailing Address	Same	
City, State, Zip	Las Vecas NV 89169	
Home Phone		
Cellular Phone		
Pager/Beeper		
Fax		
Email Address	Ranchairlou70 hotmail.Co	<u></u>
Date of Birth		
Social Security Number		A STATE OF THE STA
Best Place and Time to Call	Home: a.m. to p.m. Work: a.m. to p.m.	Home: a.m. to p.m, Work: a.m. to p.m.
	EMPLOYMENT INFORMATION	
Occupation	Business Ower	p parameter and a present specific control to \$100 to
Employer	Pro-Tect Cocunity	A THE RESIDENCE OF THE PROPERTY OF THE PROPERT
Employer Address	Same as above	
City, State, Zip	A STATE OF THE PROPERTY OF THE	
Business Phone		La transfer de la companya della companya della companya de la companya della com
	A CADVISORS	
Accountant	and the state of t	
Insurance Agent Stockbroker	•••	
Financial Planner/Advisor	1 1 2	
rinarciai Fiaimer/Auvisor	BUSINESS INFORMATION (Complete if Client is a Business En	tifty)
Name of Company		
Type of Entity	D Sole Proprietor & Corporation D S Other:	S Corporation D Partnership DLLC D
Telephone Number	735-6110	and was a second of the second
Fax	1735-7793	
Street Address	Tsomo as a looke	
Mailing Address		The second section of the section
City, State, Zip		
Resident Agent	Cany Solmitzer	
If two or more persons consult matters, your communications you may risk compromising yo	t with or hire an attorney for legal services with the attorney can and will be disclose	concerning the same or related d to the other co-clients, and
retainer fee.	tionship until client has signed a fee agree	ment and has paid the required
Purpose of consultation	tare Planning	
If liftigation, who is opposing party	?	

Client: Bruno, Les	slie	No. 27	7763		
Matter: Living Tru	ıst	No1	te de transfer hamme transport en entre de la Mayeria en el 20 en en el	7/1 · 1 · 1/1/1 / 1 · 7/1 · 1/1/1 · 1/	**************************************
Originating Attorney:	RLB WWS		evaluation in the enterprise y great distribution		Affirm the Man Content of the Conten
Billing Attorney:	RLB (M)		anne 277 Maria di distribuità e la c		The state of the s
Responsible Attorney:	RLB W	STATES OF PRESENTE	man hala 1744 - 40-18 a. I. a. 1743 i I. a. 1744 i II.	The Control of the Co	and designed the country of the country designed and a superior and a superior and an executable and
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Address:	3511 S. Eastern Avenue, La	is Vegas, Neva	da 89169		Mikalakikika urug an op ne mementum en mentikikik kirikil an dari bira urus.
Phone:	Home Cell:	Fax:			
Email:	ranchgirl007@hotmail.com		- The second	the state of the s	остильного петероподального точного подального самы отно-Ма
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Submitted By: smy	Client Ro	ferred via: C	urrent/Past	Client (other)	
Conflict Checks: Juris Inqu	iry E-mail	Sent 32470) Attorney	ys Signed	
Engagement Letter Received	Cleare	d		Initials &B	
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Client: Bruno, Le:	slie	No. 27	763	
Matter: Asset Prot	ection Trust	No2		- Principalities techniques principal principa
Originating Attorney:	RLB My	and the second	1	
Billing Attorney:	RLB MP	THE RESIDENCE OF THE PROPERTY		
Responsible Attorney:	RLB MAS	interest to the second		
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Email:	ranchgirl007@hotmail.com	3	and the second s	The state of the s
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Practice Area Select One:	EP - Tax Estate Planning			
Submitted By: smy	Client Re		rent/Past Client (other)	
Conflict Checks: Juris Inqui Engagement Letter Received	E-mail Clearec	Sent <u>3.3.3.</u>	Attorneys Signed	(MESSES)
Kak	Cleared Locky - trios yeard An		Initials	(XM)

Client: Bruno, Le	elie	No On	7/-2	
Matter: Limited Pa		No. 27	167	
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Billing Attorney:		to the second		
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Responsible Attorney:	RLB M	anticolomorphisms is a decay result , and had the first and the first had been a		er sjefet it til ferste til Mantelakele kolonisminning men som og for til stateling i 15 se som og for til sta
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Address:	3511 S. Eastern Avenue, L.	1	nda 89169	
Phone:	Home: Cell: (Fax:		
Email:	ranchgirl007@hotmail.com	1	ad traum 699° p. jór í feri í elda produsta magazaramonariospiana ar fund í em	nan ad deriverselvanten en er it, y a 5,0 ga provincianten en estimatura control e .
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Practice Area Select One:	EP - Tax Estate Planning			·
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Client: Bruno, Les	slie .	No. 27	763	The second secon
Matter: Limited-Li	ability Company	No4	0	770 771 - 170
Originating Attorney:	RLB M	and provided by a production on the control of the	The second secon	anne get getjetkjenskjeptjen je i 1910 i Attente i ministerie
Billing Attorney:	RLB MMS	e de faire de la companya de la Comp		AND THE REAL PROPERTY OF THE P
Responsible Attorney:	RLB W	the principle of the second se		AND THE PROPERTY OF THE PROPER
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Email:	ranchgirl007@hotmail.com	Landa de la composition della	The second secon	**************************************
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File Description Name(s)	Agreements Documents Correspondence Attorney Specific Other	Discovery Notes Other Docur	☐ Pleadings ☐ Research nents ☐ Settlement	
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ESTATE PLANNING INFORMATION

(Single Individual)

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TIXH.	DEDOCAL INCOMATION		Noa	100to a	and.
	PERSONAL INFORMATION.	Y	` · · · · · · · · · · · · · · · · · · ·	n as c	2 Men
	Name (as it will appear on documents):	:	4	M) (
	- WE MANTENEL WALL TO	or patria	14 y		California de Paris
	print or write legibly and provide as complete information Y THE SPELLING OF EACH AND EVERY NAME WITH PERSONAL INFORMATION. Name (as it will appear on documents): Any other names client may be known by (if client wants).	s it included	in his or he	r document	s);
	Children:				
			Married		n-tt n:
	Children's Names	Age	Single Divorced	Gender	Date of Birth (Minors)
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	Other Beneficiaries:				
	Beneficiaries' Names		Age	Relat	ionship
/				-	,
			-		

	FINANCIAL INFORMATION.				•

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TRUS	T INFORMATION.					
(a)	<u>Trust Name</u> . Our standard procedure is to title the trust using the client's full the words "living trust." Example: "Mary A. Jones Living Trust." Please spec should be titled.	name followed by lify how the trust				
	Standard name; or					
	Other: Alta Must					
b)	Distribution of Property at Death.					
	(1) Specific Bequests (Optional). We recommend that any personal items such as jewelry, clothing, household furnishings, books, collectibles, artwork, etc. that the client wants to leave to an individual be listed by the client on his or her Disposition of Personal and Household Effects attached to his or her will. Any gifts of money, real estate or any personal property with a certificate of title should be listed here.					
	Beneficiary Beques	t				
	Someone to care to horse of	•				
	shell out wall tous	And the second s				
		n, e. O. P. P. d'Antonio e e e e e e e e e e e e e e e e e e e				
•	NOTE: We need a street address for all real property. (2) Remainder. Our standard trust provisions distribute all remaining property in equal shares to the client's children or other designated beneficiaries. If any beneficiary predeceases the client, his or her share is distributed to his or her descendants, if any. If a predeceased beneficiary does not have any descendants, his or her share is divided equally among his or her siblings (or to the descendants of a predeceased sibling). If a beneficiary predeceases without any descendants, siblings or descendants of siblings, his or her share is distributed to the client's heirs at law. Choose one of the provisions below:					
	Distribute all remaining properties equally to the client's children (or to of a predeceased child); or way 6	the descendants				
	☐ Distribute all remaining properties to the individuals listed below:					
	Beneficiary	Percentage				

		A 44 1174 A				

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3.

			(3) Trust for a Beneficiary. (choose one).
		share. until, fo	andard form provides that the trustee hold the shares for each beneficiary as a separate However, trust assets can be held as a single trust for the benefit of all beneficiaries or example, the youngest beneficiary reaches a designated age, or upon the occurrence specific event. Please indicate the appropriate action.
		19	Trust assets shall be divided equally among the beneficiaries and held in separate shares for each beneficiary as follows:
			Hold in trust until the beneficiary reaches age; distribute all remaining property outright to the beneficiary when he or she attains such age; or
			☐ Hold in trust and distribute as follows:
			percent at age
•			percent at age
			percent at age
			percent at age; or
			Other:
			Thurshout his he; ren- to desi's, if more, to aboutine wed or p. I of exist; to
			Coffee printer of adding the tribles. Haveles, of
		or	as noted o
			Trust assets shall be held in one trust for the benefit of all beneficiaries as follows:
			Distribute all remaining assets equally among the beneficiaries when the youngest beneficiary attains age
	(c)	Succes	ssor Trustee.
			First choice:
			Second choice:
			Third choice:
		If there	are two or more successor trustees serving at one time please indicate whether:
		•	any trustee may act alone; majority vote is required; or all trustees must consent
4.	WILLF	rovisi	ONS.
as the	(a) successo		al Representative. Normally the personal representatives of the client's will are the same es of his or her trust.
		N	The personal representatives shall be the same as the successor trustees of the trust listed under subsection 3(c) above; or
			The following persons shall be named as personal representatives of the will:
	estate\info		

		First chaice
		First choice:
		Second choice:
		Third choice:
	If two	or more personal representatives are serving at one time, please indicate whether:
		☐ any personal representative may act alone; majority vote is required; or all personal representatives must consent
	(b)	Burial Instructions.
	۸	
of any to sen	(c) minor cl ve if they	<u>Guardian</u> . Please indicate the person or persons the client would like to nominate as guardians hild of his or hers. If a couple is named, please indicate whether the client wants only one of them divorce or if one them dies, or whether the client would like the next individual or couple to serve.
		First choice:
		If a couple, who should serve in the event of death or divorce? Divorce: Death: surviving spouse □ or successor □
		Second choice:
		If a couple, who should serve in the event of death or divorce?
		Divorce:
5.	DURA	BLE POWER OF ATTORNEY FOR ASSETS/GUARDIAN OF ESTATE.
		ent would like to give his or her durable power of attorney for assets to:
		Same persons as successor trustee of the trust listed in subsection 3(c); or
		Other,
		First choice:
		Second choice:
		Third choice: If two or more persons are serving at one time, please indicate whether:
		any power holder may act alone; majority vote is required; or all power holders must consent

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6. DURAE	LE POWER OF	ATTORNEY	FOR HEALTH	I CARE/GUARDIAN	OF PERSON.
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NOTE: DOES THE CLIENT WISH THE PRIMARY CARE PHYSICIAN, ACTING ALONE (RATHER THAN IN CONJUNCTION WITH THE HOLDER OF THE DURABLE POWER OF ATTORNEY FOR HEALTH CARE), TO DETERMINE WHEN TO WITHDRAW LIFE SUPPORT? IF YES, A LIVING WILL NEEDS TO BE PREPARED IN PLACE OF A DURABLE POWER OF ATTORNEY FOR HEALTH CARE.

	ent would like a living will.
	Same persons as the holders of the power of attorney for assets listed in Section 5 above; or
Ig	Other:
	First choice:
	Name:
	Address:
	Phone Number:
	Second choice:
	Name:
	Address
	Phone Number:
	Third choice:
	Name:
	Address:
	Phone Number:
	If two or more persons are serving at one time, please indicate whether:
	any power holder may act alone; majority vote is required; or all power holders must consent
Information tak	en by:
CLIENT TO PR	ARING A QUIT CLAIM DEED? OVIDE COPY OF LAST RECORDED DEED? RECORDED DEED FROM EQUITY TITLE?

	FILE OPENING N	IEMORANI	שוטט		
DATE:	august 23,	2010		NEW CLIE	NT D
FILE NUMBER:	.2			NEW MAT	TER W
Name of Client	Brund, (2)	(exce)			hammania del Mandrido VIII de Mandrido VIII de La Carte de La Cart
File Name		asset.	Pro	tertion 30	rest
Cross Reference	File Name			File No.	
Attorney	Originating RUB	Primary		Secondary	
Category	Wills and Trusts LLC/FLP/LLP Corporate Probate/Trust Admin (1) Will/Trust Contest	Real Estate Contract Securities Civil Litigation	0 0 0	Guardianship Medicaid Family General	0 0 0
Billing	Itemized Flat Fee: NAPT Ascaud Lynul fell TOTAL: \$_	1\$ 4,950 1\$ 1,450 1\$ 70 1\$ 3,570	Hourl RLB KB PVA TMR ETN	y:	
Payments	Amount Paid \$ Balance Due \$		Gene	esit to: eral Account t Account	0
CHECKLIST Client Information (or) Information	TES GRITICAL DATES & on Form Completed & Attached Verified for Existing Client Signed by Client and Attached	d			
• •	de for Signing Documents sent to Referral Source			\$1 +4 × 000 + 100	

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Attorney	Originating RLB	Primary		Secondary	
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☐ (or) Information ☐ Fee Agreement ☐ Retainer Collec ☐ Appointment M	ion Form Completed & Attached n Verified for Existing Client Signed by Client and Attached Ited lade for Signing Documents I sent to Referral Source				are data to describe and

NEVADA SPENDTHRIFT TRUST INFORMATION SHEET

	Date: 8-23-10
	NAME OF TRUST: Standard: □ Other Name:
	TRUSTOR: L. Bonlie
	INVESTMENT TRUSTEE 1:
	Other: 1st Successor Investment Trustee: Same as Family Trust:
K	2nd Successor Investment Trustee: DISTRIBUTION TRUSTEE:
	TRUST CONSULTANT:
	Remaining Beneficiaries: Same as Family Trust:
	QC to NAPT? yes- primary Ks.

Revised: October 22, 2008

Nevada Spendthriff Trust Information Questionnaire

9 27 11
FAMILY LIMITED PARTINERSHIP INFORMATION SHEET DATE 8-23/10
NAME OF CLIENT: Leshe bund
NAME OF LP: 1. Hommy Sweements, 4
(TOP THREE CHOICES
FOR NAMES) 2.
3.
(NAME OF LIMITED PARTNERSHIP NRS 88.320(1)(a) MUST CONTAIN THE WORDS "LIMITED PARTNERSHIP" WITHOUT ABBREVIATION)
STREET ADDRESS OF RECORDS IN NEVADA OF LP: (NRS 88.330(1)(a) REQUIRES THE RECORDS DESCRIBED IN NRS 88.336(1) BE KEPT AT AN OFFICE IN NEVADA FOR INSPECTION BY ANY PARTNER)
MAILING ADDRESS: (If Clients do not want documents sent to above LP address
TELEPHONE NUMBER OF LP: (FOR OUR RECORDS ONLY)
GENERAL PARTNERS
NAMES ADDRESSES SSN %:
tion tombe POBN 60692
1 L. Bonlie LY NV 89160
(THE NAME AND BUSINESS ADDRESS OF EACH GENERAL PARTNER IS REQUIRED PER NRS 88,350(1)(c). THE SSN FOR AT LEAST ONE GENERAL PARTNER IS REQUIRED ON SS-4 TO OBTAIN AN EIN. IF A CORPORATION IS THE GENERAL PARTNER, THE SS-4 OF AN OFFICER IS REQUIRED, NOT THE EIN OF THE CORPORATION.)
LIMITED PARTNERS
NAMES SSN %:
MA
(INFORMATION OF LIMITED PARTNERS IS NOT OF PUBLIC RECORD)
RESIDENT AGENT AND ADDRESS: (MUST BE PHYSICAL ADDRESS PER NRS 88.330(1)(a) - NOT A P.O. BOX)
EXPEDITE: YES NO EIN: YES NO
BUSINESS LICENSE; YES NO
ASSETS TO BE TRANSFERRED: mvedment

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Communication of the second	FILE OPENING MEMOI	
DATE:	<u>August 23, 20</u> 10	NEW CLIENT
FILE NUMBER:	. 3	NEW MATTER
Name of Client	Briend Seslie	")
File Name	Brieno, Sestie Harmony Bruss	tments, L.P.
Cross Reference	File Name	File No.
Attorney	Originating RLB Primary	y Secondary
Category	Wills and Trusts Real Es Contrac Securiti Probate/Trust Admin Civil Lit Will/Trust Contest	tate
Billing	Itemized Flat Fee:	PVA TMR
^o ayments	Amount Paid \$ -\text{-0} Balance Due \$ _\frac{1}{2}, 730	Deposit to: General Account Trust Account
	IOTES; CRITICAL DATES & ADVER	SE PARTIES FOR LITIGATION:
	tion Form Completed & Attached	
☐ Fee Agreemen	n Verified for Existing Client It Signed by Client and Attached	
☐ Retainer Colle	cted Made for Signing Documents	
	d sent to Referral Source	

FAMILY LIMITED PA	ARTMERSHIP INFO	MATION SHEET	DATE 5-	23/10
NAME OF CLIENT:	Jeshe &	runo		No. of the Control of
NAME OF LP: 1. (TOP THREE CHOICES FOR NAMES) 2.	Hanney	f Dwest	reuto, 4	
3			hadanan haran 18 maya 18 mayar 18 maya	n have the given he had been and the major that had
(NAME OF LIMITED PARTNER ABBREVIATION)	SHIP NRS 88.320(1)(a) MUST	CONTAIN THE WORDS	"LIMITED PARTNERSHI	TUOHTIW "9
STREET ADDRESS RECORDS DESCRIBED IN NR	OF RECORDS <u>IN</u> NE S 88.335(1) BE KEPT AT AN (EVADA OF LP: (N DEFICE IN NEVADA FOR	RS 88.330(1)(a) REQUIR INSPECTION BY ANY P.	ES THE ARTNER)
MAILING ADDRESS:	(If Clients do not w	ant documents	sent to above LF	o address)
TELEPHONE NUMBI	ER OF LP: (FOR OUR R	ECORDS ONLY)		
GENERAL PARTNER NAMES	RS BUSINESS AD OF BOTH	DRESSES	SSN	%:
12. Bonlie	44/	N 89160		
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LIMITED-L	IABILITY COMPAN	Y ORGANIZA	TIONAL INFORM	MATION
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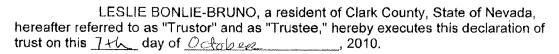
EXHIBIT 7

Declaration of Trust of Trust #2 and First Amendment to Trust #2

EXHIBIT 7

DECLARATION OF TRUST

OF THE



1. TRANSFER IN TRUST. Trustor hereby creates this trust and holds as Trustee ten dollars and the property described on the attached Schedule A. Trustor, or any other person, may make additional contributions of cash or property to this trust.

NAME AND BENEFICIARIES OF THE TRUST.

- (a) Name. This trust may be referred to as the TRUST."
- (b) <u>Family Relationships</u>. The Trustor is not married. Trustor has one (1) child, whose name is:

This child and his descendants shall be designated respectively as the "child" or "descendants" of the Trustor.

- (c) <u>Beneficiaries</u>. This trust shall be held for the benefit of LESLIE BONLIE-BRUNO throughout her life, and for the benefit of the beneficiaries named or described herein according to the provisions of this trust.
- 3. BENEFITS AND POWERS DURING LIFE OF TRUSTOR. During the life of Trustor, Trustee shall administer the trust as follows:
 - (a) Right to Receive Principal and Income. Trustee shall distribute to Trustor such part or all of the income or principal as Trustor directs.
 - (b) Revocability. At any time, by a writing delivered to Trustee, the Trustor may alter, amend or revoke this trust in whole or in part. Upon a revocation of the trust, Trustee shall distribute all property to Trustor.

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4. INCAPACITY OF TRUSTOR.

- (a) <u>Distribution During Incompetency</u>. During any incompetency of Trustor, Trustee shall have discretion to distribute to or for the benefit of the Trustor such part or all of income and principal as Trustee determines is reasonably necessary or appropriate for the Trustor's health, support and maintenance, or for the health, education, support and maintenance of any person to the extent dependent upon Trustor.
- (b) <u>Determination of Incompetency</u>. Trustor shall be presumed to be competent unless she is determined to be incompetent by a physician selected by Trustor and evidenced by a writing signed by Trustor specifically referring to this provision.

If Trustor does not select a physician under this section prior to her alleged incompetency, she shall be presumed to be competent unless she is determined to be incompetent by a physician selected by the successor Trustee. The physician shall be a reputable physician in the Trustor's community.

Upon a determination that Trustor is incompetent, she shall be presumed to be incompetent for all purposes under this trust until such time, if any, that she is determined to be competent by a physician. The same physician who determined that Trustor was incompetent shall be consulted first if such physician is available.

5. PAYMENT OF DEBTS, EXPENSES AND TAXES FOLLOWING THE DEATH OF TRUSTOR.

- (a) <u>Debts and Expenses</u>. Following the Trustor's death, Trustee may, in Trustee's discretion, use trust properties to discharge part or all of Trustor's due but unpaid debts, expenses of such Trustor's last illness, burial and the administration of Trustor's estate. Trustee shall consult with the Personal Representative of Trustor's estate in determining the source from which such debts and expenses shall be paid, using assets of Trustor's estate or properties of the trust, or both, to the extent appropriate.
- (b) <u>Payment of Transfer Taxes</u>. From cash and properties controlled by the Trustee and in cooperation with the Personal Representative of Trustor's estate, the Trustee shall pay all estate, inheritance and other transfer taxes arising at or because of Trustor's death, together with interest and penalties thereon, if any. Any transfer taxes shall be borne by each beneficiary in proportion to the value of property received.

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- 6. PERSONAL AND HOUSEHOLD EFFECTS. Upon Trustor's death, the successor Trustee shall distribute the deceased Trustor's personal and household effects, including jewelry, clothing, household furnishings, books, works of art and any other property indicated in the personal property list referred to in Section 4 of Trustor's will. All property not disposed of by such list shall be distributed outright to Trustor's living child.
- 7. **DISTRIBUTION OF PROPERTIES AT TRUSTOR'S DEATH.** After the death of the Trustor, the successor Trustee shall pay all debts due and owing, expenses and taxes and shall distribute the deceased Trustor's personal effects as provided in Sections 5 and 6.

Trustee shall divide all remaining property into two (2) portions to take maximum advantage of any remaining unused generation-skipping transfer tax exemption available to Trustor's estate.

The Trustee shall establish two (2) separate trusts from the remaining properties so that each has a generation-skipping inclusion ratio of either zero (the "Exempt Trust") or one (the "Nonexempt Trust"). The Trustee shall accomplish this by allocating to the Nonexempt Trust the maximum portion of the property that is necessary to establish that trust with an inclusion ration of one, while leaving the Exempt Trust with an inclusion ratio of zero.

Trustee shall hold all remaining properties in the Exemption Trust and in the Non-exempt Trust for the benefit of the benefit of the following provisions:

- (a) <u>Irrevocable Trust</u>. This trust shall be irrevocable. It cannot be altered, amended or revoked by a beneficiary.
- (b) <u>Trustee</u>. The Trustee of this Trust shall be the successor Trustee named or described in Section 10 of this trust agreement.
- (c) <u>Income Benefits</u>. Trustee shall have discretion to retain or to distribute to or for the benefit of the beneficiary, such part or all of the remaining net income of the trust in such amounts, manner, and times as Trustee deems appropriate and to permit possession and use of tangible trust assets by the beneficiary as Trustee deems appropriate.
- (d) <u>Principal Benefits</u>. Trustee shall have discretion to retain or distribute to or for the benefit of the beneficiary, such part or all of the remaining principal as Trustee determines to be necessary to supply funds for the health, education, support and maintenance of the beneficiary in the standard of living to which the beneficiary is accustomed at the death of the Trustor.

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ب ب For the purposes of this subsection (d), "education" shall include: tuition, fees, books and the reasonable living expenses of a beneficiary while he or she is attending school on a full-time basis.

(e) <u>No Provisions for Relatives</u>. No relatives, including, but not limited to any children or descendants of any relatives shall not have access to any properties or businesses of Trustor.

If the state of th

(e) <u>Distribution</u>. The trust for shall continue throughout his life. Upon the death of Trustee shall divide the remaining assets equally among his descendants, if any by right of representation.

is not survived by any descendants, the remaining trust assets shall be distributed as follows:

CHRISTIAN CHILDREN'S FUND

MAKE A WISH FOUNDATION

ST. JUDE'S HOSPITAL Memphis, Tennessee

CANDLELIGHTERS OF CLARK COUNTY, Las Vegas, Nevada



- (f) <u>Trustee's Discretion to Delay Distribution</u>. Notwithstanding the distribution provisions contained herein, the following powers and directions are given to the Trustee:
 - (1) If the Trustee for any reason described below, in his or her sole discretion determines that it would not be in the best interest of a beneficiary that a distribution take place, the distribution shall be totally or partially postponed until the reason for the postponement has been eliminated.
 - (2) The causes of such delay in the distribution shall be:
 - (A) The current involvement of the beneficiary in a divorce proceeding;

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- (B) The current involvement of the beneficiary in a bankruptcy or other insolvency proceeding;
- (C) The existence of a large judgment or claim against the beneficiary;
- (D) The Trustee believes the beneficiary is involved in a harmful or unlawful chemical or drug abuse;
- (E) The conviction of the beneficiary of a felony involving drugs or narcotics, unless a five-year period has followed said conviction;
- (F) The existence of any circumstance that would deprive the beneficiary of the substantial freedom to use the distribution according to his own desires;
- (G) The substantial immaturity of the beneficiary resulting in his or her failure to recognize the value of money;
- (H) The judicially declared incompetency of the beneficiary; or
- (I) If a beneficiary is not residing in the United States of America, the Trustee may decline to transmit to him any part or all of the income and shall not be required to transmit to him any of the principal if, in the Trustee's sole judgment, the political and/or economic conditions of such place of residence is such that it is likely the money would not reach him, or upon reaching him, would be unduly taxed, seized, confiscated, appropriated, or in any other way taken from him in such a manner as to prevent his use and enjoyment of the same.
- (3) If said causes for delayed distribution are never removed, the trust share of that beneficiary shall continue until his or her death and shall be distributed as provided in this trust instrument.
- (4) The Trustee shall not be responsible unless he has knowledge of the happening of any event set forth above.
- 8. POWERS OF TRUSTEE. During Trustor's life and after Trustor's death, Trustee, in the administration of all trusts created by this trust agreement, shall, except as otherwise limited herein, have all powers conferred upon trustees by law, including, but not by way of limitation, those powers enumerated in Nevada Revised

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Statutes Sections 163.265 through 163.410. In addition, the Trustee, acting reasonably and for the benefit of the trust beneficiaries, shall have the following specific powers and shall be subject to the following limitations:

- (a) The Trustee shall have power to retain indefinitely assets received by the Trustee from Trustor during life or as part of, or from, Trustor's estate, as long as in the Trustee's judgment it is advisable to do so. However, this power shall not give the Trustee the right to withhold any required distributions to any beneficiary of this trust.
- (b) The Trustee shall have power to carry on in the same form, to continue to hold indefinitely and to expand any trade, business or other enterprise, whether or not incorporated, which was carried on by Trustor in Trustor's lifetime, as long as in the Trustee's judgment it is advisable to do so.
- (c) The Trustee shall have the power to vote, in person or by proxy, any shares of stock, and to participate in or consent to any reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock of any corporation which has issued such shares of stock. The Trustee may also participate in the management of any closely-held corporation, and may serve as an officer or director. The Trustee may similarly hold and vote the membership interests or partnership interests of any limited-liability company or partnership held in trust.
- (d) The Trustee shall have full power to deal with real estate, including, but not limited to, the ability to purchase, sell, lease, rent, exchange, mortgage, lien, encumber, partition, terminate a joint tenancy, or otherwise create, transfer or dispose of any other interest in real property.
- (e) The Trustee shall have power to execute and deliver full or partial releases, by deed or otherwise, with respect to any conditional sale contract, mortgage, deed of trust, or security agreement, on real or personal property sold or held as security by Trustor or by the Trustee, in exchange for full or part cash payment of sums remaining due, or for the purchaser's or debtor's note for the sum remaining due secured by security which in the fiduciary's judgment is adequate.
- (f) The Trustee may borrow money for, or lend money at a reasonable rate of interest to, any trust created herein, to be secured by the assets of the trust as against the beneficiaries, whenever in the fiduciary's judgment such a loan would protect such trust or would otherwise be in the best interests of the beneficiaries thereof. The Trustee may open and maintain safety deposit boxes in the name of the trust.

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- (g) The Trustee may invest and reinvest funds and other assets in such properties as persons of prudence, discretion and intelligence purchase for their own accounts, having regard not to speculation (except for original Trustees), but to the permanent disposition of their funds and considering the probable income as well as the probable safety of their capital, including, but not by way of limitation, stocks, bonds, securities, common trust funds, shares, mutual funds and obligations of the Trustee and shares and obligations of any affiliate, whether or not of the character otherwise permitted by law for the investment of funds by a trustee.
- (h) In the event all conditions precedent to final distribution of any trust created herein have been satisfied prior to completion of administration of Trustor's estate, the Trustee may distribute all of the assets, which would otherwise have been distributed through such trust, directly to the remainder beneficiaries without funding the trust.
- (i) Only during the life of Trustor and only with Trustor's specific consent, the Trustee shall be authorized to buy, sell and margin, and for such other purposes may open and maintain margin, option and commodities accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made by the Trustee.
- determine what is principal or income of a trust and apportion and allocate receipts and expenses between these accounts. The Trustee shall also have discretion in making distribution of the corpus of any trust estate for which such Trustee is responsible, to allocate assets, in cash or in kind, among the distributees, based upon values on the date or dates of distribution, except to the extent that any such allocation may conflict with other specific provisions or directions contained in this declaration of trust. In making such allocations, the Trustee is specifically authorized to take into account the basis for gain or loss which each asset will carry in the hands of the distributee and the circumstances of the distributee with respect to the tax consequences of holding and disposing of the asset to the extent such circumstances are known to, or anticipated by, the Trustee.
- (k) The Trustee may make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other persons deemed suitable by Trustee, or by direct payment of such beneficiary's expenses.
- (I) The Trustee may in his discretion, after giving thirty (30) days' written notice to all beneficiaries of a trust, terminate any trust created by this agreement when the assets of the trust are of such a value as to make

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administration of the trust impractical or imprudent for any reason, including the cost of administering the trust, filing tax returns, etc. The Trustee shall have the sole discretion to determine when a trust should be terminated.

- (m) When more than one trust is created after the death of Trustor, Trustee, in his sole discretion, may co-mingle for investment purposes only, the funds of one trust with the funds of one or more other trusts, provided that accurate records are kept on the property and earnings of each trust.
- (n) For as long as Trustor lives, Trustee shall comply with all written directions made by Trustor with respect to the retention, sale, exchange or other acquisition, disposition, investment or reinvestment of any property of Trustor held by Trustee. Trustee shall be immune from all liability by reason of complying with such written directions of Trustor.
- (o) Until the Trustee receives actual notice of any birth, marriage, death or other event upon which right to payment from this trust may depend, the Trustee shall incur no liability to persons who may have been affected by such event for disbursements made in good faith.
- (p) The enumeration of certain powers of the Trustee shall not limit his or her general powers, subject always to the discharge of his or her fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.
- (q) The Trustee shall have the power to deal with any governmental agency. To make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly or disabled.
- (r) The Trustee is authorized to employ attorneys, accountants, investment advisors, specialists and such other agents as he or she shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the trust, and to delegate to said manager investment discretion. Such appointment shall include the power to acquire and dispose of such assets. The Trustee may charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against the trust.
- (s) The Trustee is authorized to plan and accomplish asset preservation in the event Trustor needs long-term health or nursing care. Such





planning shall include, but is not necessarily limited to, the authority to: (1) make home improvements and additions to Trustor's residence; (2) pay off partly, or in full, the encumbrance, if any, on Trustor's residence; (3) purchase a new residence or more appropriate residence; (4) arrange for a reverse mortgage on Trustor's residence; (5) make gifts of assets for Medicaid estate planning purposes when, in the discretion of Trustor's Agent, they are necessary to preserve a portion of Trustor's estate, so long as these gifts shall not materially alter the ultimate disposition of Trustor's estate under the terms of any existing Will or revocable living trust, if Trustor has one, and so long as Trustee shall ensure Trustor's care is provided for during any disqualification period; and, (6) to do any and all acts now or hereafter authorized by law to accomplish such asset preservation provided that the care Trustor receives is appropriate.

9. ADMINISTRATIVE PROVISIONS.

- under this trust agreement or under any trust created by this trust agreement shall have power to pledge, assign, mortgage, sell or in any manner transfer or hypothecate any interest which such beneficiary may have or may expect to have in any income or principal; nor shall any beneficiary (other than Trustor) have any power in any manner to anticipate, charge or encumber his or her interest, whether in income or in principal; nor shall such interest of any beneficiary be liable or subject in any manner while in the possession of the Trustee for the debts, contracts, liabilities, engagements, obligations or torts of such beneficiary, in favor of any person, including creditors, spouses and ex-spouses.
- (b) <u>Severability</u>. If any portion of this trust shall be determined to be unenforceable, the remaining portions shall, nevertheless, be carried into effect to the extent that Trustor's overall intentions as expressed herein can be accomplished.
- (c) <u>Applicable Law</u>. All trusts created under this instrument shall be interpreted under and governed by the laws of the State of Nevada.
- (d) <u>No Contest Provision</u>. Trustor has specifically and intentionally provided for the disposition of his or her properties only to the beneficiaries named or described herein in the amounts set forth herein. Any beneficiary not named or described in this agreement has been specifically disinherited. If any beneficiary contests the distribution of property under this trust, such beneficiary shall, to the extent not prohibited by public policy or other rule of law, receive no benefits under this trust. All benefits otherwise passing to such beneficiary shall pass as though the beneficiary has predeceased.

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DURHAM JONES& PINEGAR

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- (e) Thirty Day Survivorship. If any beneficiary does not survive the death of Trustor by at least thirty (30) days, he or she will be deemed to have predeceased Trustor, and all benefits or property otherwise passing to such beneficiary shall pass as though the beneficiary did not survive Trustor.
- (f) <u>Disclaimer of Benefits</u>. To the extent any benefit created hereunder is effectively disclaimed (under the provisions of Internal Revenue Code Section 2518, or otherwise), distribution shall be made as though the beneficiary had predeceased.
- (g) <u>Perpetuities Savings Clause</u>. Notwithstanding any other provision in this document to the contrary, no trust created herein shall continue longer than the longest permissible time allowed by law for the vesting of property interests, as provided in NRS 111.103 et seq., or other applicable state law. At such time, the trust will terminate and all property shall be distributed to the trust beneficiaries.
- (h) <u>Number, Gender, Definitions</u>. Wherever used herein, the terms "child," "children," and "descendants" shall include an adopted child, adopted children and their descendants, as well as a natural child, natural children and their descendants, but shall exclude step-children (unless specifically named as beneficiaries). Where applicable, the masculine includes the feminine, and vice versa.

10.	SUCCESSOR TRUSTEE. If LESLIE BONLIE-BRUNO ceases to	,
serve as Trustee,	and	ŀ
Seive as Tradico,	The start in her misses of any of	
serve as successor	Trustee in her place. If any of	п
	cease to serve as Trustee.	11
	Investment Trustee with the survivors of them. If more than two	
serve as successor	mivestment indice with the day majority yete	
Trustees are serving	g at any one time, all actions of Trustees must be by majority vote.	

- (a) <u>No Named Successor Trustee</u>. If any trust is without a Trustee and no provision has been made hereunder for a successor Trustee, a corporate Trustee authorized to act as such under the laws of any state shall be appointed by a court of competent jurisdiction upon the application of any interested party.
- (b) <u>Resignation of Trustee</u>. Any Trustee may resign at any time after giving all current income beneficiaries of the trust at least thirty (30) days' written notice.
- (c) Removal of Corporate Trustee, etc. A majority in number of the adult beneficiaries who are then receiving or eligible to receive income of a trust hereunder, shall have the power to remove any corporate Trustee and to



appoint another corporate Trustee whether such prior corporate Trustee has been removed or has resigned. Such removal and appointment shall be made upon written notice signed by the persons entitled to exercise such power.

- Vesting of Title to Property. Title to all trust property shall automatically vest in the successor Trustee in his or her capacity as Trustee upon such successor's acceptance of appointment without further action or court confirmation. Each successor Trustee shall have the same powers and authority, and shall be subject to the same duties and restrictions, as the original Trustee.
- No Responsibility for Prior Acts. No successor Trustee shall (e) have any responsibility for the acts or omissions of any prior Trustee, or have any duty to audit or investigate the accounts or administration of any such Trustee. Unless requested to do so in writing by a majority in number of the adult beneficiaries who are then receiving or eligible to receive income of a trust, such Trustee shall be under no duty to obtain redress for a breach of trust by any prior Trustee.
- Compensation of Trustee. All Trustees shall be entitled to **(f)** compensation for services rendered receive in such capacity. All Trustees shall be entitled to reimbursement for all reasonable and necessary expenses incurred as a Trustee.
 - Bond. No Trustee need post bond. (g)

IN WITNESS WHEREOF, this declaration of trust has been executed on the day and year above written.

SLIE BONLIE-BRUNO, Trustor

Aglie Bonlie Bruno, Trustee

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DURKAM JONESA

STATE OF NEVADA)		
) ss		
COUNTY OF CLARK)		
	The	a to	0040 1 4
On this	Zday of _	(localler)	, 2010, before me, a
notary public, personally	appeared LE	SLIE BONLIE-BRU	NO, personally known to me
for proved to me on the	hasis of satisf	actory evidence), to	be the person whose hame is
subscribed to the above	instrument, w	ho acknowledged t	hat she executed the foregoing
declaration of trust as Tr	ustor and Tru	stee.	

NOTARY PUBLIC & Janafane

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SANDY YAMASHIRO
Notery Public State of Neverda
No. 98-49251-1
My appt. exp. Aug. 8, 2014

HC

DURHAM

CERTIFICATE OF REVOCABLE LIVING TRUST

Nevada, has a day of follows:	The ur execut of <u>Oc</u> l	dersigned, LESLIE ed that certain doc	E BONLIE-BF ument entitle _, 2010, whic	RUNO, a resid d, the ch provides in	lent of Clark County, [RUST," on the pertinent parts as
	1.	TRUSTOR. The T	rustor of the	trust is LESLI	IE BONLIE-BRUNO.
	2.	TRUSTEE. The T	rustee of the	trust is LESL	IE BONLIE-BRUNO.
with the euryi	ustee. e to ac vors of e than t	If any of as Trustee, them. Any Truste wo Trustees are s	e mav resign	shall serve at any time.	stee ceases to act as shall serve a as successor Truste No Trustee need po actions of Trustees
shall be veste			OPERTIES.	Title to prope	rties held in the trust
		LESLIE BONLIE-I October 7, 2010	BRUNO as T	rustee of the	TRUST dated
number of the	5. e trust	IDENTIFICATION s the social securi	NUMBER C	F TRUST. TI LESLIE BON	he tax identification LIE-BRUNO.
the trust may Trustor and o	6. be rev delivere	POWER TO AME oked in whole or it d to the Trustee.	ND OR REV n part by an i	OKE. During	the life of the Trusto writing signed by the
forth in NRS	7. Section	POWERS OF TR ns 163.265 through	USTEE . The n 163.410 an	Trustee shal d all powers s	I have all powers set set forth below:
estate this po	e, as loi ower sl	he Trustee from T	rustor during e's judgment ustee the righ	life or as part it is advisable	in indefinitely assets of, or from, Trustor's e to do so. However, any required

- (b) The Trustee shall have power to carry on in the same form, to continue to hold indefinitely and to expand any trade, business or other enterprise, whether or not incorporated, which was carried on by Trustor in Trustor's lifetime, as long as in the Trustee's judgment it is advisable to do so.
- (c) The Trustee shall have the power to vote, in person or by proxy, any shares of stock, and to participate in or consent to any reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock of any corporation which has issued such shares of stock. The Trustee may also participate in the management of any closely-held corporation, and may serve as an officer or director. The Trustee may similarly hold and vote the membership interests or partnership interests of any limited-liability company or partnership held in trust.
- (d) The Trustee shall have power to execute and deliver full or partial releases, by deed or otherwise, with respect to any conditional sale contract, mortgage, deed of trust, or security agreement, on real or personal property sold or held as security by Trustor or by the Trustee, in exchange for full or part cash payment of sums remaining due, or for the purchaser's or debtor's note for the sum remaining due secured by security which in the fiduciary's judgment is adequate.
- (e) The Trustee may borrow money for, or lend money at a reasonable rate of interest to, any trust created herein, to be secured by the assets of the trust as against the beneficiaries, whenever in the fiduciary's judgment such a loan would protect such trust or would otherwise be in the best interests of the beneficiaries thereof. The Trustee may open and maintain safety deposit boxes in the name of the trust.
- (f) The Trustee may invest and reinvest funds and other assets in such properties as persons of prudence, discretion and intelligence purchase for their own accounts, having regard not to speculation (except for original Trustee), but to the permanent disposition of their funds and considering the probable income as well as the probable safety of their capital, including, but not by way of limitation, stocks, bonds, securities, common trust funds, shares, mutual funds and obligations of the Trustee and shares and obligations of any affiliate, whether or not of the character otherwise permitted by law for the investment of funds of a Trustee.
- (g) In the event all conditions precedent to final distribution of any trust created herein have been satisfied prior to completion of administration of Trustor's estate, the Trustee may distribute all of the assets, which would otherwise have been distributed through such trust, directly to the remainder beneficiaries without funding the trust.



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- (h) During the life of Trustor, with Trustor's consent, the Trustee shall be authorized to buy, sell and margin, and for such other purposes may open and maintain margin, option and commodities accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made by the Trustee.
- determine what is principal or income of a trust and apportion and allocate receipts and expenses between these accounts. The Trustee shall also have discretion in making distribution of the corpus of any trust estate for which such Trustee is responsible, to allocate assets, in cash or in kind, among the distributees, based upon values on the date or dates of distribution, except to the extent that any such allocation may conflict with other specific provisions or directions contained in this declaration of trust. In making such allocations, the Trustee is specifically authorized to take into account the basis for gain or loss which each asset will carry in the hands of the distributee and the circumstances of the distributee with respect to the tax consequences of holding and disposing of the asset to the extent such circumstances are known to, or anticipated by, the Trustee.
- (j) The Trustee may make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other persons deemed suitable by Trustee, or by direct payment of such beneficiary's expenses.
- (k) The Trustee may employ agents, attorneys, brokers, and other employees, individual or corporate, and may pay them reasonable compensation.
- (I) The Trustee may in his discretion, after giving thirty (30) days' written notice to all beneficiaries of a trust, terminate any trust created by this agreement when the assets of the trust are of such a value as to make administration of the trust impractical or imprudent for any reason, including the cost of administering the trust, filing tax returns, etc. The Trustee shall have the sole discretion to determine when a trust should be terminated.
- (m) When more than one trust is created after the death of Trustor, Trustee, in his sole discretion, may co-mingle for investment purposes only, the funds of one trust with the funds of one or more other trusts, provided that accurate records are kept on the property and earnings of each trust.
- (n) For as long as Trustor lives, Trustee shall comply with all written directions made by Trustor with respect to the retention, sale, exchange or other acquisition, disposition, investment or reinvestment of any property of

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DURHAM JONESE PINEGAR

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Trustor held by Trustee. Trustee shall be immune from all liability by reason of complying with such written directions of Trustor.

- (o) Until the Trustee receives actual notice of any birth, marriage, death or other event upon which right to payment from this trust may depend, the Trustee shall incur no liability to persons who may have been affected by such event for disbursements made in good faith.
- (p) The enumeration of certain powers of the Trustee shall not limit his general powers, subject always to the discharge of his fiduciary obligations, and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.
- (q) The Trustee shall have the power to deal with any governmental agency. To make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, In-Home Support Services, and any other government resources and community support services available to the elderly or disabled.
- (r) The Trustee is authorized to employ attorneys, accountants, investment advisors, specialists and such other agents as he or she shall deem necessary or desirable. The Trustee shall have the authority to appoint an investment manager or managers to manage all or any part of the assets of the trust, and to delegate to said manager investment discretion. Such appointment shall include the power to acquire and dispose of such assets. The Trustee may charge the compensation of such attorneys, accountants, investment advisors, investment managers, specialists and other agents and any other expenses against the trust.
- (s) The Trustee is authorized to plan and accomplish asset preservation in the event Trustor needs long-term health or nursing care. Such planning shall include, but is not necessarily limited to, the authority to: (1) make home improvements and additions to Trustor's residence; (2) pay off partly, or in full, the encumbrance, if any, on Trustor's residence; (3) purchase a new residence or more appropriate residence; (4) arrange for a reverse mortgage on Trustor's residence; (5) make gifts of assets for Medicaid estate planning purposes when, in the discretion of Trustor's Agent, they are necessary to preserve a portion of Trustor's estate, so long as these gifts shall not materially alter the ultimate disposition of Trustor's estate under the terms of any existing Will or revocable living trust, if Trustor has one, and so long as Trustee shall ensure Trustor's care is provided for during any disqualification period; and, (6) to do any and all acts now or hereafter authorized by law to accomplish such asset preservation provided that the care Trustor receives is appropriate.





8. CERTIFICATION. Trustee hereby certifies that the trust is in full force and effect and has not been revoked or amended to make any representations contained in the certification incorrect. The signature below is that of the currently acting Trustee. DATED this The day of October, 2010.	
Aeslie Boulie Bruno LESLIE BONLIE-BRUNO, Trustee	
STATE OF NEVADA) ss COUNTY OF CLARK On this	à g
APPROVED AS TO FORM: WWW. ROBERT L. BOLICK, ESQ. Attorney for Trustor	

DISPOSITION OF PERSONAL

AND

HOUSEHOLD EFFECTS OF

LESLIE BONLIE-BRUNO

In accordance with Section 4 of my will dated the 7th day of October, 2010, and pursuant to Nevada Revised Statutes, Section 133.045, I give the following items of tangible personal property (other than money, evidence of indebtedness, documents of title, securities and property used in a trade or business) to the following individuals:

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<u>ITEMS</u>

DATED this	day of	•
		LESLIE BONLIE-BRUNO

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DURHAM JONES& PINEGAR

ASSIGNMENT OF PERSONAL PROPERTY

The Trustor hereby transfers the following assets to the Trustee as part of the trust estate of the TRUST dated the 7th day of October, 2010:

All of Trustor's personal and household effects, including, but not limited to household furniture and furnishings, books, works of art, jewelry, silverware, the contents of any safety deposit boxes (and Trustor hereby grants the successor Trustee access to such boxes) and all remaining tangible personal property.

DATED this 1th day of October, 2010.

Yeslie Bonlie - Bruno-LESLIE BONLIE-BRUNO, Trustor

> DURHAM JONES &

SCHEDULE A OF THE TRUST (Inventory of Trust Assets)

The Trustor hereby transfers the following assets to the Trustee as part of the trust estate of the TRUST, dated the 7th day of October, 2010:

1. All of the Trustor's right, title and interest in and to the following accounts, whether they be checking, savings, money market, certificates of deposit or other similar accounts:

Institution	Address	Account Numbers
·		

2. All of the Trustor's right, title and interest in and to the following stocks and bonds, described as follows:

1

			T
ddress	City	State	County
ition:			
ddress	City	State	County
otion:			
Address	City	State	County
otion:			
Address	City	State	County
otion:			
	Address Address Address	Address City Address City Address City Address City	Address City State City State City State City State City State City State

4.	All of the Trustor's beneficial interest in and to the following
described insurance	policies and the Trustor hereby names this trust as the beneficiary
under said policies:	

Company	Policy Number	Face Amount of Policy

5. All of the Trustor's beneficial interest in and to the following vehicles or boats:

Make	Model	Year

6. All of the Trustor's beneficial interest in and to the following partnership and limited partnership interests:

Address Percent Interest (%)

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LLC Name	Resident Agent	Percent Interest (%)
8. All of Tru	stor's interest in the following	nortgages, trust deeds ar
tes receivable:		
Debtor's Name	Address	Description of Note
0 49 47	and the trade and in the following	r minaallanaaus prapartur
9. All of Tru	istor's interest in the following	g miscellaneous property:
9. All of Tru	istor's interest in the following	g miscellaneous property:
	istor's interest in the following	

FIRST AMENDMENT TO THE



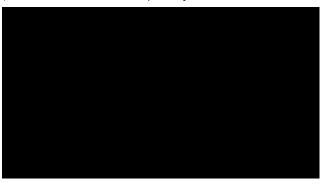
LESLIE BONLIE-BRUNO, as Trustor and Trustee, pursuant to the right reserved in Trustor under Subsection 3(b) of the "TRUST" dated October 7, 2010, hereby amends such trust as follows:

1. Section 7, "DISTRIBUTION OF PROPERTIES AT TRUSTOR'S DEATH," is hereby deleted in its entirety and the following is substituted in lieu thereof:

7. DISTRIBUTION OF PROPERTIES AT TRUSTOR'S DEATH. After the death of the Trustor, the successor Trustee shall pay all debts due and owing, expenses and taxes and shall distribute the deceased Trustor's personal effects as provided in Sections 5 and 6.

(a) Specific Bequest. Trustee shall hold the sum of in trust for the to be administered as follows:

- (1) <u>Trustee</u>. The Trustee of this Trust shall be the successor Trustee named or described in Section 10 of this trust agreement.
- (2) <u>Custodians</u>. The Custodians of the shall be the following persons in the order of priority listed:



1

DURBAM JONES & PINEGAR

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	(3)	Benefits.	Trustee s	shall distribute	to the Custoo	lians
up to					the care and	
maintenar	ice of	lr			l pay all reaso	
and neces	sary vete	erinary expe	enses or d	other expense	s deemed	
reasonable	e and ne	cessary in t	the sole d	iscretion of Tr	ustee	

- (4) <u>Distribution of Remainder</u>. Upon the death of the last to survive of Trustor's horses, all remaining funds shall be distributed as a part of the remainder under Subsection (b) below.
- (b) Remainder. Trustee shall divide all remaining property into two (2) portions to take maximum advantage of any remaining unused generation-skipping transfer tax exemption available to Trustor's estate.

The Trustee shall establish two (2) separate trusts from the remaining properties so that each has a generation-skipping inclusion ratio of either zero (the "Exempt Trust") or one (the "Nonexempt Trust"). The Trustee shall accomplish this by allocating to the Nonexempt Trust the maximum portion of the property that is necessary to establish that trust with an inclusion ration of one, while leaving the Exempt Trust with an inclusion ratio of zero.

Trustee shall hold all remaining properties in the Exemption Trust and in the Non-exempt Trust for the benefit of throughout his life under the following provisions:

- (1) <u>Irrevocable Trust</u>. This trust shall be irrevocable. It cannot be altered, amended or revoked by a beneficiary.
- (2) <u>Trustee</u>. The Trustee of this Trust shall be the successor Trustee named or described in Section 10 of this trust agreement.
- (3) Income Benefits. Trustee shall have discretion to retain or to distribute to or for the benefit of the beneficiary, such part or all of the remaining net income of the trust in such amounts, manner, and times as Trustee deems appropriate and to permit possession and use of tangible trust assets by the beneficiary as Trustee deems appropriate.
- (4) <u>Principal Benefits</u>. Trustee shall have discretion to retain or distribute to or for the benefit of the beneficiary, such part or all of the remaining principal as Trustee determines to be necessary to supply

DURHAM JONES 8

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funds for the health, education, support and maintenance of the beneficiary in the standard of living to which the beneficiary is accustomed at the death of the Trustor.

For the purposes of this subsection (4), "education" shall include: tuition, fees, books and the reasonable living expenses of a beneficiary while he or she is attending school on a full-time basis.

(5) <u>No Provisions for Relatives</u>. No relatives, including, but not limited to any children or descendants of any relatives, shall have access to any properties or businesses of Trustor.

(6) <u>Distribution</u>. The trust for shall continue throughout his life. Upon the death of stee shall divide the remaining assets equally among his descendants, if any, by right of representation.

If the control of the survived by any descendants, the remaining trust assets shall be distributed as follows:

CHRISTIAN CHILDREN'S FUND

MAKE A WISH FOUNDATION

ST. JUDE'S HOSPITAL Memphis, Tennessee

CANDLELIGHTERS OF CLARK COUNTY, Las Vegas, Nevada



- (7) <u>Trustee's Discretion to Delay Distribution.</u>

 Notwithstanding the distribution provisions contained herein, the following powers and directions are given to the Trustee:
 - (a) If the Trustee for any reason described below, in his or her sole discretion determines that it would not be in the best interest of a beneficiary that a distribution take place, the distribution shall be totally or partially postponed until the reason for

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the postponement has been eliminated.

- (b) The causes of such delay in the distribution shall be:
 - (i) The current involvement of the beneficiary in a divorce proceeding;
 - (ii) The current involvement of the beneficiary in a bankruptcy or other insolvency proceeding;
 - (iii) The existence of a large judgment or claim against the beneficiary;
 - (iv) The Trustee believes the beneficiary is involved in a harmful or unlawful chemical or drug abuse;
 - (v) The conviction of the beneficiary of a felony involving drugs or narcotics, unless a five-year period has followed said conviction;
 - (vi) The existence of any circumstance that would deprive the beneficiary of the substantial freedom to use the distribution according to his own desires;
 - (vii) The substantial immaturity of the beneficiary resulting in his or her failure to recognize the value of money;
 - (viii) The judicially declared incompetency of the beneficiary; or
 - (ix) If a beneficiary is not residing in the United States of America, the Trustee may decline to transmit to him any part or all of the income and shall not be required to transmit to him any of the principal if, in the Trustee's sole judgment, the political and/or economic conditions of such place of residence is such that it is likely the money would not reach him, or upon reaching him, would be unduly taxed, seized, confiscated, appropriated, or in any other way taken from him in such a manner as to prevent his use and enjoyment of the same.

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DURHAM JONESA PINEGAR

(c) If said causes for delayed distribution are never removed, the trust share of that beneficiary shall continue until his or her death and shall be distributed as provided in this trust instrument.
(d) The Trustee shall not be responsible unless he has knowledge of the happening of any event set forth above.
2. Trustor hereby ratifies and confirms the TRUST" as amended by this first amendment.
DATED this 30+hday of November, 2010.

LESLIE BONLIE-BRUNC

STATE OF NEVADA

) ss

COUNTY OF CLARK

On this 3019 day of November , 2010, before me, a notary public, personally appeared LESLIE BONLIE-BRUNO, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the above instrument, who acknowledged that she executed the foregoing document.

NOTARY PUBLIC

DENA LOGAN
Notary Public State of Nevade
No. 92-0942-1
My appt. exp. Sept. 1, 2013

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JONES A
PINEGAR

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presence of each other and at the request of the testator; that the testator at the time of the execution of the will appeared to them to be of full age and of sound mind and memory, and that they make this affidavit at the request of the testator.

Donna Whitfield

Sandy M. Jamashira

SANDY YAMASHIRO
Notery Fulsic Store of Neverlan
No. 98-49251-1
My appl. exp. Aug. 8, 2014

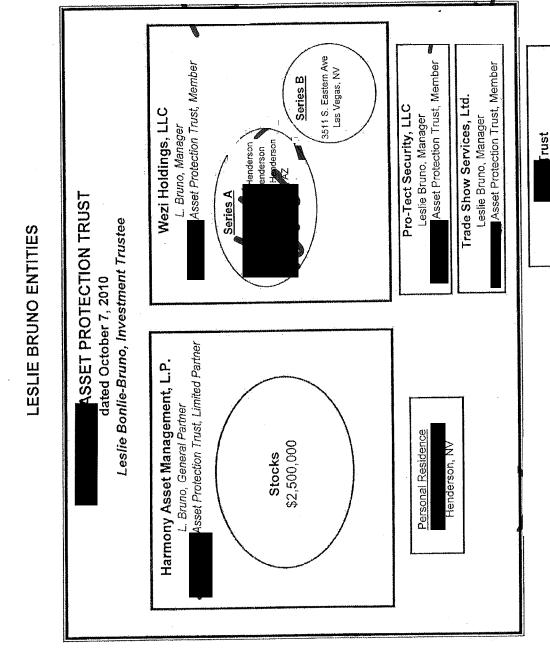
4

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EXHIBIT 8

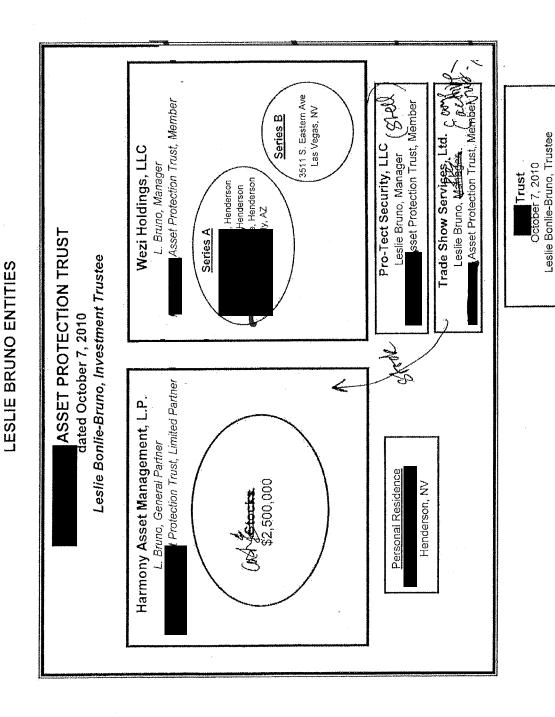
Chart of Leslie Bruno Entities

EXHIBIT 8



App 1 Page 093

October 7, 2010 Leslie Bonlie-Bruno, Trustee



App 1 Page 094

EXHIBIT 9

DJP Invoices

EXHIBIT 9

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Les Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

October 11, 2010

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

Living Trust

Invoice No.

228647

For professional services rendered and costs advanced through September 30, 2010:

Total Fees

\$2,000.00

Total Expenses

\$.00

Total of This Invoice

\$ 2,000.00

Interest accrues at 1.5% per month on balance not paid after 30 days.

JONES &

PINEGAR

Durham Jones & Pinegar, P.C. 10785 West Twein Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

Detail o	f Profe	ssional Fees	er og er kommer prinskabligger
<u>Date</u>	Atty	Description of Services Rendered	Amount
8/30/10	RLB	Tax planning of properties, including title and form of ownership;	1,950.00
		preparation and execution of Living Trust, and Durable Powers of	
		Attorney for assets and health care	
8/30/10	RLB	Preparation and execution of Pour-Over Will and Living Will	50.00
0.00,44		TOTALS	\$ 2,000.00
		Total Fees:	\$ 2,000.00

DURHAM JONES & PINEGAR	1078 Suite Las \ 702, 702. www	HAM JONES & PINEGAR, P.C. 5 West Twain Avenue 200 Jegas, Nevada 89135 870.6060 870.6090 Fax 7.djplaw.com 1. # 87-0399832		
Leslie Bruno 3511 South Easteri Las Vegas, NV 89				October 11, 2010
To insure prop	per credit to your ac	Remittance Advice ecount, please return t	this remittance with yo	ur payment.
Matter #: 1 Invoice No.	Leslie Bruno Living Trust 228647 RLB			
	Current Invoice Total Balance Due	e	\$ 2,000.00 \$ 2,000.00	
	Terms: To	tal Balance Is Due Up	oon Receipt	
To Pay by Credit Card	d:			•
Visa Mass Account No Amount \$ Cardholder Billing Ac	erCard A	American ExpressExp. Date:/	Discover Security Code:	
Payments made by cre	edit/debit card are	subject to a convenien	ce fee.	

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If you prefer that invoices be sent to you by e-mail, please provide your e-mail address below:

SALT LAKE CITY | OGDEN | ST. GEORGE | LAS VEGAS

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.1, # 87-0399832

October 11, 2010

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

2

Asset Protection Trust

Invoice No.

228648

For professional services rendered and costs advanced through September 30, 2010:

Total Fees Total Expenses Credits Applied Total of This Invoice \$3,500.00 \$.00

\$ -1,395.00 \$ 2,105.00

Interest accrues at 1.5% per month on balance not paid after 30 days.

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10765 West Twain Avenue Suite 200 Las Vegas, Nevada 69135 702.670.6060 702.670.6090 Fax www.djplaw.com F.E.I. # 87-0399832

Detail of Professional Fees

Description of Services Rendered Amount Date Atty 3,500.00 Preparation and execution of Nevada Asset Protection Trust 8/23/10 RLB \$3,500.00 **TOTALS**

Total Fees:

\$ 3,500.00

DURHAM JONES &	Durham Jones & Pinegar, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Neveda 89135 702.870.6060 702.870.6090 Fax	
PINEGAR	www.djplaw.com F.E.I. # 87-0399832	
		October 1
Leslie Bruno		
3511 South Eastern Aver	nue	
Las Vegas, NV 89169		
To insure proper cre	Remittance Advice edit to your account, please return this remit	tance with your payment.
Client #: 27763 I	Leslie Bruno	

Terms: Total Balance Is Due Upon Receipt

\$3,500.00

\$ -1,395.00

\$ 2,105.00

Asset Protection Trust

To Pay by Credit Card:

2

RLB

228648

Current Invoice

Credits Applied **Total Balance Due**

Matter #:

Invoice No.

Billing Attorney:

Visa	MasterCard	American Express	Discover
Account No	The state of the s	Exp. Date:/	Security Code:
Amount \$	Name on A	Account:	
Cardholder Bil	ling Address:		
•	•	are subject to a convenience	fee. e your e-mail address below:
if you prefer if	iat invoices de sent to	you by e-man, please provide	e your c-man address octow.

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SALT LAKE CITY | OGDEN | ST. GEORGE | LAS VEGAS

October 11, 2010

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Neveda 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

November 8, 2010

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #: Matter #: 27763

2

232959

Leslie Bruno

Invoice No.

For professional services rendered and costs advanced through October 31, 2010:

Total Fees \$.00 Total Expenses \$31.00 Total of This Invoice \$ 31.00 Past Due Balance \$ 2,105.00 **Total Balance Due** \$2,136.00

Asset Protection Trust

Interest accrues at 1.5% per month on balance not paid after 30 days.

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6080 Fax www.djplaw.com F.E.I. # 87-0399832

Detail of Client Expenses

<u>Date</u> 10/13/10	Description Recording Fee, Clark County Recorder,	- Brund	Amount 16.00
10/13/10	APT Recording Fee, Clark County Recorder, Homestead Bruno APT		15.00
		Total Expenses:	\$ 31.00

Past Due Invoices

UNPAID INVOICES AS OF THIS INVOICE DATE

 INVOICE#
 DATE
 AMOUNT
 PAYMENTS
 BALANCE

 228648
 10/11/10
 3,500.00
 1,395.00
 2,105.00

Total Past Due Invoices:

\$ 2,105.00

DURHAM JONES & PINEGAR, F 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832	P.C.
	November 8, 2010
Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169	
Remittance Adv To insure proper credit to your account, please retu	
Client #: 27763 Leslie Bruno Matter #: 2 Invoice No. 232959 Billing Attorney: RLB	st
Current Invoice	\$ 31.00
Past Due Invoices	\$ 2,105.00
Total Balance Due	\$ 2,136.00
Terms: Total Balance Is Due	Upon Receipt
To Pay by Credit Card:	
Visa MasterCard American Express Account No. Exp. Date: Amount \$ Name on Account: Cardholder Billing Address:	_/ Security Code:
Payments made by credit/debit card are subject to a conven	ience fee.
If you prefer that invoices be sent to you by e-mail, please p	rovide your e-mail address below:

3

SALT LAKE CITY | OGDEN | ST. GEORGE | LAS VEGAS

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702. 870.6080 702. 870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

December 7, 2010

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #:

27763

Matter #:

2

Leslie Bruno

Asset Protection Trust

Invoice No.

For professional services rendered and costs advanced through November 30, 2010:

Total Fees	\$.00
Total Expenses	\$ 70.00
Total of This Invoice	\$ 70.00
Past Due Balance	\$ 2,136.00
Total Balance Due	<u>\$ 2,206.00</u>

Interest accrues at 1.5% per month on balance not paid after 30 days.

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevade 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

Detail of Client Expenses

Date Description Amount 70.00 11/01/10 Professional services from Nevada Legal News, Bruno

Total Expenses:

\$ 70.00

Past Due Invoices

UNPAID INVOICES AS OF THIS INVOICE DATE

INVOICE#	DATE	AMOUNT	<u>PAYMENTS</u>	BALANCE
228648	10/11/10	3,500.00	1,395.00	2,105.00
232959	11/08/10	31.00	.00	31.00

Total Past Due Invoices:

\$ 2,136.00

DURHAM JONES & PINEGAR		DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Sulte 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832		
			December 7	7, 20
Leslie Bruno 3511 South Eastern Las Vegas, NV 891			Pro 1	
To insure propo Client #: 27763 Matter #: 2 Invoice No.		Bruno Asset Protection Trust	his remittance with your payment.	
	233323 LB			
	Current Inv Past Due Ir Total Bala	ivoices	\$ 70.00 \$ 2,136.00 \$ 2,206.00	
	Ter	ms: Total Balance Is Due Up	on Receipt	
Го Pay by Credit Card:				
Visa Maste Account No Amount \$_ Cardholder Billing Ado	rCard Name or Iress:	American ExpressExp. Date:/_ n Account:	Discover Security Code:	
Dayments made by cred	dit/debit car	·d are subject to a convenienc	e fee.	
f you profer that invoice	eac ha canti	to you by a mail plages provi	ide vour e-mail address helow	

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SALT LAKE CITY | OGDEN | ST. GEORGE | LAS VEGAS

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200
Las Vegas, Nevada 69135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

September 8, 2010

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #:

27763

3

Leslie Bruno

Matter #:

Harmony Investments, L.P.

Invoice No.

224091

VOICE 140.

For professional services rendered and costs advanced through August 31, 2010:

Total Fees	\$ 1,500.00
Total Expenses	\$ 325,00
Credits Applied	<u>\$-1,075.00</u>
Total of This Invoice	\$ 750.00

JONES &
PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Sulte 200 Las Vegas, Nevada 89135 702.870.6060 702.070.6090 Fax www.djplaw.com F.E.I. # 87-0399832

Detail of	Professional Fees		
Date	Atty Description of Services Rendered		Amount
8/23/10	RLB Preparation and execution of Limite and filing of Certificate of Limited F Partners, Nevada Business License a Identification Number		1,500.00
	TOTALS		\$ 1,500.00
		Total Fees:	\$ 1,500.00
	Client Expenses	se i lee streddeadeel ood ektorolog (eestale een ok.	Storie and to the strong research
8/30/10	<u>Description</u> Filing Fee (\$75) & Expedite Fee (\$125), N	Levada Constant of State	
	Bruno/Harmony Investments, L.P.	revada Secretary of State -	200.00
9/07/10	Initial List Filing Fee		125.00
		. Total Expenses:	\$ 325.00

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702,870,6060 702,870,6090 Fax www.djplaw.com F.E.I. # 87-0399832

September 8, 2010

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Remittance Advice

To insure proper credit to your account, please return this remittance with your payment,

Client #:

27763

Leslie Bruno

Matter #:

3 Harmony Investments, L.P.

Invoice No.

224091

Billing Attorney:

RLB

Current Invoice Credits Applied Total Balance Due

\$ 1,825.00 \$ -1,075.00

\$ 750.00

Terms: Total Balance Is Due Upon Receipt

To Pay by Credit Card:

Visa	MasterCard	American Express	Discover	
Account No		Exp. Date: /	Security Code:	
4mount \$	Name on A	Account:		
Cardholder Bil	ling Address:			
		are subject to a convenience		w:

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SALT LAKE CITY | OGDEN | ST. GEORGE | LAS VEGAS

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Les Vegas, Nevada 69135 702.870.6060 Fax www.djplew.com F.E.I. # 87-0399832

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169 September 8, 2010

Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

102

Wezi Holdings, LLC

Invoice No.

224092

For professional services rendered and costs advanced through August 31, 2010:

 Total Fees
 \$ 2,236.00

 Total Expenses
 \$ 453.86

 Credits Applied
 \$ -1.075.00

 Total of This Invoice
 \$ 1,614.86

DURHAM

JONES &

PINEGAR

Durham Jones & Pinegar, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

Detail	of	Pro	less:	ionai	Fees

Holdings, LLC

			A Section of the section of the section
		Description of Services Rendered	Amount
8/23/10	RLB	Preparation and execution of Articles of Organization of Series Limited-	1,500.00
		Liability Company, Operating Agreement, Initial List, Nevada Business	•
		License Application, Minutes of Organizational Meeting of Members;	
		Preparation and online filing of Form SS-4, Application for Employer	
		Tax Identification Number; order company minute book and issue	
		Ownership Certificates	
9/08/10	RLB	Preparation, execution and recording of Nevada quitclaim deed for	184.00
9/08/10	RLB	Preparation, execution and recording of Nevada quitclaim deed for	184.00
9/08/10	RLB	Preparation, execution and recording of Nevada quitelaim deed for	184.00
9/08/10	RLB	Preparation, execution and recording of Nevada quitclaim deed for	184.00
		TOTALS	\$ 2,236.00
		TOTAES	\$ 2,230.00
		Total Fees:	\$ 2,236,00
		Total Fees:	\$ 2,236.00
Detail of	f Clien		\$ 2,236.00
		t Expenses	
	Desc	t Expenses ription	\$ 2,236.00 Amount 200.00
<u>Date</u>	<u>Desc</u> Filin	t Expenses	Amount
<u>Date</u>	<u>Desc</u> Filin Brun	t Expenses ription g Fee (\$75) & Expedite Fee (\$125), Nevada Secretary of State -	Amount
<u>Date</u> 8/30/10	Desc Filin Brun Profe	t Expenses ription g Fee (\$75) & Expedite Fee (\$125), Nevada Secretary of State - o/Wezi Holdings, LLC	Amount 200.00
<u>Date</u> 8/30/10	Desc Filin Brun Profe Brun	t Expenses <u>ription</u> g Fee (\$75) & Expedite Fee (\$125), Nevada Secretary of State - o/Wezi Holdings, LLC essional services from Nevada Legal News, Corp. Kit -	Amount 200.00
Date 8/30/10 9/07/10	Desc Filin Brun Profe Brun Initia	t Expenses wiption g Fee (\$75) & Expedite Fee (\$125), Nevada Secretary of State - o/Wezi Holdings, LLC essional services from Nevada Legal News, Corp. Kit - o/Wezi Holdings, LLC tl List Filing Fee	Amount 200.00
Date 8/30/10 9/07/10 9/07/10	Desc Filin Brun Profe Brun Initia Reco	t Expenses iription g Fee (\$75) & Expedite Fee (\$125), Nevada Secretary of State - o/Wezi Holdings, LLC essional services from Nevada Legal News, Corp. Kit - o/Wezi Holdings, LLC al List Filing Fee ording Fee, Clark County Recorder,	Amount 200.00 64.86
Date 8/30/10 9/07/10 9/07/10	Desc Filin Brun Profe Brun Initia Reco Brun	t Expenses iription g Fee (\$75) & Expedite Fee (\$125), Nevada Secretary of State - o/Wezi Holdings, LLC essional services from Nevada Legal News, Corp. Kit - o/Wezi Holdings, LLC al List Filing Fee ording Fee, Clark County Recorder, o/Wezi Holdings, LLC	Amount 200.00 64.86
9/07/10 9/07/10 9/08/10	Desc Filin Brun Profe Brun Initia Reco Brun Reco	t Expenses aription g Fee (\$75) & Expedite Fee (\$125), Nevada Secretary of State - o/Wezi Holdings, LLC assional services from Nevada Legal News, Corp. Kit - o/Wezi Holdings, LLC al List Filing Fee arding Fee, Clark County Recorder, o/Wezi Holdings, LLC	Amount 200.00 64.86 125.00 16.00
9/07/10 9/07/10 9/08/10	Desc Filin Brun Profe Brun Initia Reco Brun Reco	t Expenses ription g Fee (\$75) & Expedite Fee (\$125), Nevada Secretary of State - o/Wezi Holdings, LLC essional services from Nevada Legal News, Corp. Kit - o/Wezi Holdings, LLC al List Filing Fee ording Fee, Clark County Recorder, o/Wezi Holdings, LLC rding Fee, Clark County Recorder, - Bruno/Wezi	Amount 200.00 64.86 125.00 16.00
9/07/10 9/07/10 9/08/10 9/08/10	Desc Filin Brun Profe Brun Initia Reco Brun Reco Hold Reco	t Expenses ription g Fee (\$75) & Expedite Fee (\$125), Nevada Secretary of State - o/Wezi Holdings, LLC essional services from Nevada Legal News, Corp. Kit - o/Wezi Holdings, LLC al List Filing Fee ording Fee, Clark County Recorder, o/Wezi Holdings, LLC rding Fee, Clark County Recorder, ording Fee, Clark County Recorder,	Amount 200.00 64.86 125.00 16.00
9/07/10 9/07/10 9/08/10 9/08/10	Desc Filin Brun Profe Brun Initia Reco Brun Reco Hold Reco	t Expenses ription g Fee (\$75) & Expedite Fee (\$125), Nevada Secretary of State - o/Wezi Holdings, LLC essional services from Nevada Legal News, Corp. Kit - o/Wezi Holdings, LLC al List Filing Fee ording Fee, Clark County Recorder, o/Wezi Holdings, LLC rding Fee, Clark County Recorder ings, LLC rding Fee, Clark County Recorder - Bruno/Wezi - Bruno/Wezi	Amount 200.00 64.86 125.00 16.00

Total Expenses:

\$ 453.86

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DURHAM

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DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 Fax www.djplaw.com F.E.I. # 87-0399832

September 8, 2010

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Remittance Advice

To insure proper credit to your account, please return this remittance with your payment.

Client #:

27763

Leslie Bruno

Matter #:

4

Wezi Holdings, LLC

Invoice No.

224092

Billing Attorney:

RLB

Current Invoice Credits Applied Total Balance Due \$ 2,689.86

\$ -1,075.00 **\$ 1,614.86**

.....

Terms: Total Balance Is Due Upon Receipt

Visa MasterCard American Express Discover Account No. Exp. Date: / Security Code: Amount \$ Name on Account: Cardholder Billing Address:

Payments made by credit/debit card are subject to a convenience fee.

If you prefer that invoices be sent to you by e-mail, please provide your e-mail address below:

1

SALT LAKE CITY | OGDEN | ST. GEORGE | LAS VEGAS

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DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702,870,6060 702,870,6090 Fax www.djplaw.com F.E.I. # 87-0399832

December 7, 2010

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

4

Wezi Holdings, LLC

Invoice No.

235524

For professional services rendered and costs advanced through November 30, 2010:

Total Fees \$ 121.00
Total Expenses \$ 179.00
Total of This Invoice \$ 300.00

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Sulte 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6080 Fax www.djplaw.com F.E.I. # 87-0399832

Detail of Professional Fees

Date 10/22/10	Atty	Description of Serv Preparation execution			<u>Amount</u> 121.00
				Total Fees:	\$ 121,00
	Descrip	xpenses oftion ional services from uD			<u>Amount</u> 179.00

Total Expenses:

\$ 179.00

	_			
DURHAM JONES & PINEGAR	10 St La 70 70	URHAM JONES & PINEGAR, P.C. 1785 West Twein Avenue uite 200 18 Vegas, Nevada 89135 12.870.6060 12.870.6080 Fax ww.djplaw.com E.I. # 87-0399832		
Leslie Bruno 3511 South Easter Las Vegas, NV 89				December 7, 2010
To insure pro	per credit to your	Remittance Advice account, please return thi		ur payment.
Client #: 27763 Matter #: 4 Invoice No. Billing Attorney:	Wezi Holdii 235524			
	Current Invoice Total Balance D		\$ 300.00 \$ 300.00	
	Terms: '	Total Balance Is Due Upo	n Receipt	
To Pay by Credit Car	rd:			
Visa Mas Account No. Amount \$ Cardholder Billing A	nterCard Name on Ac	American Express	DiscoverSecurity Code:	
Payments made by cr	redit/debit card ar	e subject to a convenience	fee.	

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If you prefer that invoices be sent to you by e-mail, please provide your e-mail address below:

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DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

November 11, 2010

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

5

Prenuptial Agreement

Invoice No.

232813

For professional services rendered and costs advanced through October 31, 2010:

Total Fees	\$ 2,800.00
Total Expenses	\$.00
Credits Applied	\$ -2,800.00
Total of This Invoice	\$.00

JONES &

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DURHAM JONES & PINEGAR, P.C. 10785 West Twein Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6080 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

Detail	of Profes	sional Fees	August and
<u>D</u>a 1 10/07/1	e <u>Atty</u> 0 TMR	<u>Description of Services Rendered</u> Meet with Leslie to conduct consultation regarding the preparation of a	<u>Amount</u> 300.00
10/12/1	0 TMR	pre nuptial agreement. Prepare pre nuptial agreement in accordance with Leslie's stated	2,500.00
		objectives. TOTALS	\$ 2,800.00
		Total Fees:	\$ 2,800.00

JONES &

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

November 11, 2010

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Remittance Advice

To insure proper credit to your account, please return this remittance with your payment.

Client #:

27763

Leslie Bruno

Matter #:

5

Prenuptial Agreement

Invoice No.

232813

Billing Attorney:

TMR

Current Invoice Credits Applied \$ 2,800.00 \$ -2,800.00

Total Balance Due

\$.00

Terms: Total Balance Is Due Upon Receipt

To Pay by Cree	dit Card:		
Visa Account No.	MasterCard	American ExpressExp. Date:/	Discover Security Code:
Amount \$	Name or	n Account:	·
	ling Address:		
Payments mad	e by credit/debit car	rd are subject to a convenience	fee.
If you prefer th	at invoices be sent t	to you by e-mail, please provid	e your e-mail address below:

3

SALT LAKE CITY | OGDEN | ST. GEORGE | LAS VEGAS

JONES &

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DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6080 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0398832

October 6, 2011

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

Invoice No.

282753

For professional services rendered and costs advanced through September 30, 2011:

Total Fees	\$ 350.00
Total Expenses	\$ 325.00
Credits Applied	<u>\$ -675.00</u>
Total of This Invoice	\$.00

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6080 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

<u>Date</u> 8/01/11	Atty RLB	Ssional Fees Description of Services Rendered Annual Registered Agent fee; List of Managers, Members and Registered Agent - WEZI HOLDINGS, LLC Annual Registered Agent fee; List of General Partners and Registered Agent	Amount 150.00 200.00
		- HARMONY ASSET MANAGEMENT, L.P. Total Fees:	\$ 350.00
Date 9/12/11 9/12/11 9/12/11	Annu Annu	ription Ial List Filing Fee - WEZI HOLDINGS, LLC Ial List Late Penalty - WEZI HOLDINGS, LLC Ial List Filing Fee - HARMONY ASSET MANAGEMENT, L.P.	Amount 125.00 75.00 125.00

\$ 325.00

Total Expenses:

DURHAM	
JONES &	
PINEGAR	

DURHAM JONES & PINEGAR, P.C. DURHAM JONES & PINEGA 10785 West Twain Avenue Suite 200 Las Vegas, Neveda 89135 702.670.6060 702.670.6090 Fax www.djplaw.com F.E.I. # 87-0399832

October 6, 2011

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Remittance Advice

To insure proper credit to your account, please return this remittance with your payment.

Client #:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

Invoice No.

282753

Billing Attorney:

RLB

Current Invoice Credits Applied **Total Balance Due**

\$ 675.00 \$ -675.00

\$.00

Terms: Total Balance Is Due Upon Receipt

Visa	MasterCard	American Express Exp. Date:/	Discover Security Code:
Account No Amount \$	Name on 7		Dooding Code.
Cardholder Bil			
charged at the	time of your payment	transaction.	e fee of 1.99%, which will be de your e-mail address below

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JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6080 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

March 8, 2012

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

Invoice No.

300657

For professional services rendered and costs advanced through February 29, 2012:

Total Fees \$160.00
Total Expenses \$15.00
Total of This Invoice \$175.00

Interest accrues at 1.5% per month on balance not paid after 30 days.

J

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 702.870,6090 Fax www.djplaw.com F.E.I. # 87-0398832

Detail of Pro Date Att 1/27/12 RLI	3 Annual fee for registe	ces Rendered red agent services for Trade Show Services Ltd. Corporate Services program, Bronze Level.	<u>Amount</u> 160.00
		Total Fees;	\$ 160.00
Date Do	ent Expenses scription gistered Agent Services	Total Expenses:	Amount 15.00 \$ 15.00

DURHAM
JONES &
PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702,870,6060 702.870,6060 Fax www.djplaw.com F.E.I. # 87-0399832

March 8, 2012

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Remittance Advice

To insure proper credit to your account, please return this remittance with your payment.

Client #:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

Invoice No.

300657

Billing Attorney:

RLB

Current Invoice Total Balance Due \$ 175.00 \$ 175.00

Terms: Total Balance Is Due Upon Receipt

To Pay by Credit Card:

Visa	MasterCard	American Express	
Account No		Exp. Date:/_	Security Code:
Amount \$	Name on A	Account:	
Cardholder Bi	Illing Address:		
charged at the	time of your payment	transaction.	te fee of 1.99%, which will be

3

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PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 702,870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

September 6, 2012

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

Invoice No.

324774

For professional services rendered and costs advanced through August 31, 2012:

Total Fees
Total Expenses

\$ 150.00

\$,00

Total of This Invoice

\$ 150.00

\$ 120.00

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I, # 87-0399832

Detail of Professional Fees

 Date 8/01/12
 Atty RLB
 Description of Services Rendered Agent fee; List of Managers, Members and Registered 150.00
 Amount 150.00

 Agent - WEZI HOLDINGS, LLC

Total Fees:

\$150.00

		•
DURHAM JONES & PINEGAR	Durham Jones & Pinegal 10785 West Twain Avenue Suite 200 Les Vegas, Nevade 89135 702.870.6080 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832	r, P.C.
Leslie Bruno 3511 South Eas Las Vegas, NV		September 6, 2012
To insure p	Remittance A proper credit to your account, please re	dvice eturn this remittance with your payment,
	63 Leslie Bruno 00 Registered Agent Services 324774 RLB	
	Current Invoice	\$ 150.00
	Total Balance Duc	\$ 150.00
	Terms: Total Balance Is L	due Upon Receipt
To Pay by Credit C	Card:	
Amount \$	MasterCard American Expresentation American Exp. Date: Name on Account: Address:	The state of the s
charged at the time	e credit/debit card are subject to a come e of your payment transaction. nvoices be sent to you by e-mail, pleas	

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PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6080 Fax www.djplaw.com F.E.I. # 87-0399832

December 10, 2012

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

Invoice No.

339031

For professional services rendered and costs advanced through November 30, 2012:

Total Fees	\$ 200.00
Total Expenses	00. \$
Total of This Invoice	\$ 200.00
Past Due Balance	\$ 150.00
Total Balance Due	<u>\$ 350.00</u>

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PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 Fax www.djplaw.com F.E.I. # 87-0399832

Detail of Professional Fees

Total Fees:

\$200.00

Past Due Invoices

UNPAID INVOICES AS OF THIS INVOICE DATE

| INVOICE# | DATE | AMOUNT | PAYMENTS | BALANCE | 150.00 | 150.00 |

Total Past Due Invoices:

\$ 150.00

P			
DURHAM JONES 8	- k ·	DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.1, # 87-0399832	
		P.E.I. # 07-0399032	•
	Eastern Avenue		December 10, 2012
Las Vegas, N	1V 89169		
	.7763 Leslie Bi 500 Registere 339031		is remittance with your payment.
	Current Invo Past Due Inv Total Balan	roices	\$ 200.00 \$ 150.00 \$ 350.00
	Tern	ns: Total Balance Is Due Upo	on Receipt
To Pay by Cred	it Card:		
VisaAccount No	MasterCard	American Express	Discover Security Code:
Amount \$	Tyanic On	ACCOUNT.	

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Payments made by credit/debit card are subject to a convenience fee of 1.99%, which will be

If you prefer that invoices be sent to you by e-mail, please provide your e-mail address below:

Cardholder Billing Address: ____

charged at the time of your payment transaction.

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6080 Fax www.djplaw.com F.E.I. # 87-0399832

February 8, 2013

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

Invoice No.

345115

For professional services rendered and costs advanced through January 31, 2013:

Total Fees	\$ 260.00
Total Expenses	\$ 515.00
Credits Applied	<u>\$ -600.00</u>
Total of This Invoice	\$ 175.00

JONES &

PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 .702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

		sional Fees	Zie Zeientz sworten un szedzi.
Date	Atty	Description of Services Rendered	Amount
12/27/12	RLB	Annual Registered Agent fee; List of General Partners and Registered Agent - HARMONY ASSET MANAGEMENT, LP	100.00
1/31/13	RLB	Annual fee for registered agent services for Trade Show Services Ltd. Company in the DJP Corporate Services program, Bronze Level.	160.00
		Total Fees:	\$ 260.00
		Expenses	in a maranta di salata di
<u>Date</u>	Descr	iption	Amount
12/27/12		al list of officers, business license and late penalties filing fees -	500.00
	HARN	MONY ASSET MANAGEMENT, LP	
1/31/13		on of Corporations Filing Fee	15.00
		Total Expenses:	\$ 515.00

DURHAM JONES & PINEGAR

DURHAM JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Las Vegas, Nevada 89135 702,870,6060 702.870,6090 Fax www.djplew.com F.E.I. # 87-0399832

February 8, 2013

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Remittance Advice

To insure proper credit to your account, please return this remittance with your payment,

Client#:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

Invoice No.

345115

Billing Attorney:

RLB

Current Invoice Credits Applied \$ 775.00

\$ -600.00

Total Balance Due

\$ 175,00

Terms: Total Balance Is Due Upon Receipt

To Pay by Credit Card:

Visa	MasterCard	American Express	Discover
Account No.		Exp. Date:/_	Security Code:
Amount \$	Name on A	Account:	
Cardholder Bi	lling Address:		
charged at the	time of your payment	transaction.	e fee of 1.99%, which will be de your e-mail address below:

3

JONES &

PINEGAR

Durham, Jones & Pinegar, P.C. 10785 West Twain Avenue Suila 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

December 11, 2013

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

Invoice No.

388666

For professional services rendered and costs advanced through November 30, 2013:

Total Fees	\$ 200.00
Total Expenses	\$.00
Credits Applied	\$ -200.00
Total of This Invoice	\$.00

Durham Jones & Pinegar, P.C.

Client #:

27763 500 Leslie Bruno

Matter #:

Registered Agent Services

Invoice #:

388666

Detail of Professional Fees

Date Atty Description of Services Rendered

Amount

9/03/13 RLB

Registered Agent Fee - Harmony Asset Management LP

200.00

Total Fees:

\$ 200.00

D	URHAM	
J	ONES &	
P	INEGAR	

DURHAM, JONES & PINEGAR, P.C. 10785 West Twain Avenue Suite 200 Suite 200 Las Veges, Novada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.I. # 87-0399832

December 11, 2013

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

Remittance Advice

To insure proper credit to your account, please return this remittance with your payment.

Client #:

27763

Leslie Bruno

Matter #: 500

Registered Agent Services

Invoice No.

388666

Billing Attorney:

RLB

Current Invoice Credits Applied **Total Balance Due**

\$ 200.00 \$ -200.00

\$.00

Terms: Total Balance Is Due Upon Receipt

To Pay by Credit Card:

Visa	MasterCard	American Express	Discover
Account No		Exp. Date:/_	Security Code:
Amount \$	Name on A	Account:	
Cardholder Bi	Iling Address:		
charged at the	time of your payment	transaction.	e fee of 1.99%, which will be de your e-mail address below:

JONES &

PINEGAR

DURHAM, JONES & PINEGAR, P.C. 10785 WEST TWAIN AVENUE, SUITE 200 LAS VEGAS, NEVADA 89135 702.870.6060 702.870.6090 FAX WWW.DJPLAW.COM F.E.I. # 87-0399832

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169 October 4, 2014 Invoice #: 429990

Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

For professional services rendered and costs advanced through September 30, 2014:

Total Fees
Total Expenses
Credits Applied
Total of This Invoice

Interest accrues at 1.5% per month on balance not paid after 30 days.

\$ 200.00

\$ 325.00

\$ -525.00

\$.00

Terms: Total Balance Due Upon Receipt

Durham Jones & Pinegar, P.C.

Client #: 27763

3 Leslie Bruno

Matter #:

500 Registered Agent Services

Invoice #: 429990

Detail of Professional Fees

Date	Atty	Description of Services Rendered	Amount
9/01/14	RLB	Registered Agent Fee - Harmony Asset Management, L.P.	200.00

Total Fees:

\$ 200.00

 Detail of Client Expenses

 Date
 Description
 Amount

 9/29/14
 Nevada Secretary of State- Harmony Asset Management, LP
 325.00

Total Expenses:

\$ 325.00

DURHAM	Durham, Jones & Pinegar, P.C. 10785 West Twain Avenue, Suite 200 Lee Vegae, Nevada, 881.35		
JONES &	Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com		
PINEGAR	F.E.I. # 87-0399		
The state of the s		October 4, 2014	
Leslie Bruno 3511 South East Las Vegas, NV 8			
To insure prop		nce Advice case return this remittance with your payment.	
Client #: 27763 Matter #: 500 Invoice #: 429990	Leslie Bruno Registered Agent Servi	ices	
Billing Attorney:	RLB		
માં પ્રાથમિક ૧૧ ના પ	Current Invoice Credits Applied Total of This Invoice	\$ 525,00 \$ -525,00 \$.00	
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Account No	sterCard Americar Exp. Da Name on Account: Address:	te:/ Security Code:	
Payments made by charged at the time	credit/debit card are subject of your payment transaction	t to a convenience fee of 1.99%, which will be a.	
If you prefer that in	voices be sent to you by e-m	nail, please provide your e-mail address below:	

SALT LAKE CITY | LEHI | OGDEN | ST. GEORGE | LAS VEGAS

JONES &

PINEGAR

DURHAM, JONES & PINEGAR, P.C. 10785 West Twain Avenue, Suite 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 FAX WWW,DJPLAW.COM F.E.1, # 87-0399832

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

October 13, 2015 Invoice #: 485392

Invoice Summary

Client #: Matter #: 27763

Leslie Bruno

500

Registered Agent Services

For professional services rendered and costs advanced through September 30, 2015:

\$ 200.00 **Total Fees** \$.00 Total Expenses Credits Applied 200.00 Total of This Invoice \$.00

Interest accrues at 1.5% per month on balance not paid after 30 days.

Terms: Total Balance Due Upon Receipt

Durham Jones & Pinegar, P.C.

Client #:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

Invoice #: 485392

Detail of Professional Fees

Da	te At	ty	Description of Services Rendered	Amount
9/01/	15 RL	B	Annual Registered Agent fee - Harmony Asset Management LP	200.00
	~~~~~			

Total Fees:

\$ 200.00

JONES &
PINEGAR

charged at the time of your payment transaction.

DURHAM, JONES & PINEGAR, P.C. 10785 WEST TWAIN AVENUE, SUITE 200 LAS VEGAS, NEVADA 89135 702.870.6060 702.870.6090 FAX WWW.DJPLAW.COM F.E.I. # 87-0399832

October 13, 2015 Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169 Remittance Advice To insure proper credit to your account, please return this remittance with your payment. Client #: 27763 Leslie Bruno Matter #: 500 Registered Agent Services Invoice #: 485392 RLB Billing Attorney: \$ 200.00 Current Invoice Credits Applied \$ -200.00 Total of This Invoice \$ .00 Terms: Total Balance Is Due Upon Receipt To Pay by Credit Card: MasterCard ____ American Express ____ Discover_ Exp. Date: ___/__ Security Code: __ Account No. _ Name on Account:____ Amount \$__ Cardholder Billing Address: _ Payments made by credit/debit card are subject to a convenience fee of 1.99%, which will be

SALT LAKE CITY | LEHI | OGDEN | ST. GEORGE | LAS VEGAS

If you prefer that invoices be sent to you by e-mail, please provide your e-mail address below:

DURHAM

JONES &

PINEGAR

DURHAM, JONES & PINEGAR, P.C. 10785 WEST TWAIN AVENUE, SUITE 200 LAS VEGAS, NEVADA 89135 702.870.6060 702.870.6090 FAX WWW.DJPLAW.COM F.E.I. # 87-0399832

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169 October 11, 2016 Invoice #: 537728

#### Invoice Summary

Client #:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

For professional services rendered and costs advanced through September 30, 2016:

 Total Fees
 \$ 200.00

 Total Expenses
 \$ 350.00

 Credits Applied
 \$ -550.00

 Total of This Invoice
 \$ .00

Interest accrues at 1.5% per month on balance not paid after 30 days.

Terms: Total Balance Due Upon Receipt

Durham Jones & Pinegar, P.C.

Client #:

27763

Leslie Bruno

Matter #:

500

Registered Agent Services

Invoice #: 537728

**Detail of Professional Fees** 

DateAttyDescription of Services RenderedAmount9/01/16RLBAnnual Registered Agent fee - Harmony Asset Management LP200.00				
9/01/16 RLB Annual Registered Agent fee - Harmony Asset Management LP 200.00	Date	Atty	Description of Services Rendered	Amount
	9/01/16	RLB	Annual Registered Agent fee - Harmony Asset Management LP	200.00

Total Fees:

\$ 200.00

Detail of Client Expenses

Date	Description		Amount	
9/19/16	Annual list filing fe	e - Harmony Investments LP	350,00	

Total Expenses:

\$350.00

JONES & PINEGAR

Durham, Jones & Pinegar, P.C. 10785 West Twain Avenue, Suite 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com F.E.1. # 87-0399832

October 11, 2016

Leslie Bruno 3511 South Eastern Avenue Las Vegas, NV 89169

#### Remittance Advice

To insure proper credit to your account, please return this remittance with your payment.

Client #: 27763 Leslie Bruno
Matter #: 500 Registered Agent Services
Invoice #: 537728
Billing Attorney: RLB

Current Invoice \$550.00
Credits Applied \$-550.00
Total of This Invoice \$.00

Terms: Total Balance Is Due Upon Receipt

To Pay by Credit Card:

Visa Account No	MasterCard	American Express Exp. Date:/	
		ount:	
Cardholder Bil	ling Address:		
	e by credit/debit card time of your payment t		ence fee of 1.99%, which will be
If you prefer th	at invoices be sent to	you by e-mail, please p	rovide your e-mail address below:

SALT LAKE CITY | LEHI | OGDEN | ST. GEORGE | LAS VEGAS

# EXHIBIT 10

10/7/2010 DJP Correspondence

# EXHIBIT 10



DURHAM JONES & PINEGAR, P.C. 10785 W. Twain Avenue Suite 200 Las Vegas, Nevada 89135 702.870.6060 702.870.6090 Fax www.djplaw.com Robert L. Bolick Altorney at Law rbolick@djplaw.com

October 7, 2010

Leslie Bonlie-Bruno P. O. Box 60692 Las Vegas, Nevada 89160

Re: Transfer of Assets to the Living Trust, Nevada Asset Protection Trust

Limited Partnership and Limited-Liability Company

Our File No. 27763.1

#### Dear Leslie:

It has been a pleasure working with you in the formation of your living trust, Nevada Asset Protection Trust ("NAPT"), limited partnership ("LP") and limited-liability company ("LLC"). Your NAPT will serve as an excellent asset protection vehicle in your overall estate plan. Your trusts should provide you with peace of mind and security, provided you properly fund the trusts as set forth in this letter.

We have enclosed a Schedule A form which you can use to list the properties which you transfer to your NAPT and a Schedule A form to list the properties which you transfer to your living trust. If you prefer to make your own schedules using a different format, please feel free to do so. Please keep in mind that merely listing an asset on your Schedule A will **not** transfer the title into your NAPT or living trust. You will need to take the necessary steps to have your NAPT or living trust listed as the owner of the asset on the asset's title as explained in this letter. The Schedule A should serve merely as an inventory or list of assets which you have transferred to your trust.

<u>Asset Protection</u>. It is very important that all of the assets you want protected from potential future creditors' claims be transferred to your NAPT. Only those assets transferred to your NAPT will be protected from creditors' claims after the two-year statute of limitations has run and your creditors have been notified. To ensure that such assets are adequately protected, we recommend that you publish a Notice to Creditors

for the assets transferred to your NAPT. Our office will be glad to assist you with this if you like. The statute of limitations begins on the date you transfer assets into your NAPT and have notified all of your creditors. Those assets remaining in your living trust will still be exposed to attachment by a creditor should a creditor obtain a judgment against you.

Limited-Liability Company. Assets owned by the LLC should not be subject to attachment by creditors. A creditor of yours individually can only attach the assets which are owned by you and titled in your name. In the case of an LLC, a creditor can only attach your membership interest in the LLC rather than the assets themselves because the title to the assets is held by the LLC. Under law in other jurisdictions, owners of LLC's have been successful in preventing creditors from piercing through the entity and attaching the underlying assets. However, there is no guarantee that a court in Nevada would decide this way in your situation.

Tax Identification Number and Tax Returns for Limited-Liability Company. We will send the Internal Revenue Service Form SS-4 which you signed to the IRS. The IRS will assign a tax identification number for the LLC and will send the number directly to you. They will not send the information to us, nor can we request it from them. They will only deal directly with you.

An LLC is taxed like a partnership. Currently, there is no separate tax return for an LLC. You should file a partnership income tax return on IRS Form 1065. There will be no tax paid by the LLC. All gains or losses will flow through to the members individually and should be reported on your individual income tax returns.

<u>Funding Your Trusts</u>. Generally speaking, we recommend that you transfer most, if not all, of your investment assets (i.e., stocks, bonds, cash or cash equivalents, raw land, etc.) into your LP which is held in your NAPT. Please refer to our separate letter concerning your limited partnership.

Assets which may be a source of liability, such as your rental property, automobiles and businesses (which are not held in a corporation, limited-liability company or other asset-protection entity) should **not** be transferred into your NAPT. To do so would expose your investments which would otherwise be protected to any claims arising from the liability-generating asset.

Although we may assist or advise you concerning transferring your assets to your NAPT or living trust, we accept no responsibility for such transfer work. As we have

discussed, it is strictly and exclusively your responsibility to see that the appropriate assets have been transferred into your NAPT or living trust.

When transferring title to your NAPT, new title can be held as follows: "L. Bonlie as Trustee of the Asset Protection Trust dated October 7, 2010."

When naming the NAPT as a beneficiary, use Asset Protection Trust dated October 7, 2010."

When transferring title to your living trust, new title can be held as follows: "Leslie Bonlie-Bruno as Trustee of the Trust dated October 7, 2010."

When naming the living trust as a beneficiary, use Trust dated October 7, 2010."

When transferring title of assets to your limited-liability company, new title can be held or the designation made as follows: "L. Bonlie, as Manager of the Wezi Holdings, LLC."

We understand that you plan to transfer your rental properties to your LLC.

Personal Residence. We understand that you intend to transfer your home to your NAPT. We recommend that you do **not** transfer your home into your LLC because you may lose your \$500,000 capital gain exclusion upon sale of your primary residence and other tax benefits unique to your home.

Other Real Estate. It is important that all other real estate, whether located in Nevada or outside of the state, be transferred to the appropriate entity. Real estate held for investment purposes, such as raw or undeveloped land, can be transferred into your LP or NAPT if it will not be a source of liability. Typically, the potential for liability with such property will be low.

If you believe that there may be some potential liability with the property, we recommend that you create an LLC and transfer the property into it. A new deed will have to be prepared to effect the transfer of your property.

If you like, we will be happy to prepare any deeds for you. We will need to obtain the appropriate information from you to complete the transfers. For real estate we will need

a copy of your old deeds. Upon receipt of the old deeds, we will prepare the new deeds. Our fee for doing so is \$200 which includes the recording cost for each Nevada deed

Any trust deed for which you are the beneficiary, such as property you have sold, should also be assigned to the appropriate entity.

<u>Cash Accounts</u>. We recommend that you transfer all of your cash accounts (savings accounts, money market funds, etc.) except your personal checking account, into your LP. In Nevada, if your total probate estate (or all property owned by you outside of a trust) is less than \$20,000, and all real estate has been transferred into the appropriate entities, you will not need to do a probate.

We recommend that you **not** transfer your personal checking accounts into your LP or NAPT. This way, you can continue writing personal checks for your everyday expenses. If you were to transfer your personal checking account into your LP or NAPT, you would run the risk of having your LP or NAPT invalidated by a court.

You should not have to close the old accounts and open new ones; rather, you should be able to retain the old account numbers so that you do not need to order new checks or lose interest on interest-bearing accounts. Similarly, the number of authorized signatures required should not need to be changed.

Motor Vehicles. I understand that you plan to transfer your motor vehicles into your living trust. Because vehicles can be a source of liability, we recommend that you **not** transfer them into your LP or NAPT. To transfer title to your motor vehicles, you should sign the back of the title as the owner and sign as the trustee listing the living trust as the purchaser. Nevada law requires that your title and proof of insurance be identical.

You must contact your insurance agent and have him or her issue a proof of insurance binder in the name of the trust. You should then take the completed certificate, the proof of insurance and a copy of the Certificate of Revocable Living Trust to the Department of Motor Vehicles. They charge a \$20 fee. If you do not have title, we recommend that you get a replacement title from the DMV.

<u>Certificates of Deposit</u>. You will need to visit the bank or other financial institution where your certificates of deposit are kept and endorse any unmatured certificates of deposit over to your LP. No penalties should be assessed. When they mature the new certificates should be issued in the name of your LP.

<u>Safe Deposit Boxes</u>. Most banks will allow you to title your safe deposit box in the name of your NAPT or living trust.

Stocks, Bonds and Securities. We recommend that you have your broker handle the transfer of any publicly traded stocks or bonds to your LP because typically your signatures need to be guaranteed by a member of a national stock exchange or national bank. You should receive a new certificate from the transfer agent showing your LP as the owner of the certificate.

S Corporation Stock. To transfer stock in an S Corporation to your NAPT, you will need to date and sign the back of the original stock certificates. New ones should be issued to you as Trustee of your NAPT as indicated on page 3 of this letter. If you would like our office to assist you with the preparation of new stock certificates, please let us know.

Insurance Policies. Unless you have an irrevocable trust to own your life insurance, we recommend that you change the ownership and beneficiary designation forms for any insurance policies so that your LP is the owner and beneficiary. We recommend that you contact your insurance agent to assist you with this. If you do not have an agent who can assist you, we will be happy to refer you to one.

Remember that the life insurance proceeds on your life are included in your taxable estate for federal estate tax purposes, regardless of whether the policy is owned by you individually or by your LP, NAPT or family trust. The preferred way to exclude the proceeds from your taxable estate is to create an irrevocable life insurance trust to own the policy. If you have questions about this, please let me know.

IRAs; 401(k)s; Retirement Plans: It is important that you do <u>not</u> change the ownership of the account of your IRA, 401(k), pension, profit-sharing or retirement plan. Most people name either their children or the trustee of their NAPT as the contingent beneficiary of their pension, profit-sharing, 401(k) plan or other retirement plan and IRA's. We recommend that you consult with your accountant or other tax advisor concerning the designation of your primary and contingent beneficiaries.

You may choose to name the trustee of the NAPT as the contingent beneficiary, or you may select an individual beneficiary. In addition to consulting with your tax advisor, you should check with the trustee of your IRA or with the plan administrator of your retirement plan to make sure you have elected an appropriate payment method under plan rules.

<u>Future Acquisitions</u>. Keep in mind that any assets which you may acquire in the future should be purchased in the name of either your LP, NAPT, living trust or LLC. If the

assets you acquire in the future are purchased in the name of your living trust, such assets will not be protected from potential future creditors' claims, but will avoid probate.

The assets you acquire in the name of your NAPT will be protected from potential future creditors so long as the two-year statute of limitations has run from the time such assets are contributed and creditors notified.

<u>Tax Issues</u>. Before transferring stock options, rental real estate, or other tax-sensitive investments to an entity, we recommend that you consult your individual income tax return preparer to insure that no adverse income tax consequences will result upon transfer.

Administration of Trusts After Death of Trustor or Trustee. Assets held in your NAPT and living trust will avoid probate. However, other procedures may need to be completed upon the death of a Trustor or Trustee. These procedures may include, but not be limited to, the preparation and recordation of the Affidavit of Successor Trustee, the filing of the original last will and testament with the Clark County Clerk's office, the preparation and publication of a Notice to Creditors, the allocation and transfer of assets to individual trusts or beneficiaries and, possibly, the filing of a federal estate tax return with the Internal Revenue Service and the State of Nevada. These procedures may be necessary to protect the successor Trustee and to take advantage of the tax exemptions that may be available. Our firm has a well-trained trust administration department that would be happy to assist you with any additional work that may be required in the future.

After you have transferred your assets to your NAPT, LP, living trust or LLC and published the Notice to Creditors as described above, your trusts should be fully implemented.

If you have any questions or if any individual dealing with you or your trust has any questions about your trust, please call Sandy Yamashiro at our office or have the individual call her and we will be glad to help.

Very truly yours,

DURHAM JONES & PINEGAR, P.C.

Robert L. Bolick

RLB:sy

### RUST dated October 7, 2010



When transferring assets to your living trust such as:	New title should be held as:
Personal Checking Accounts	LÈSLIE BONLIE-BRUNO, Trustee of the TRUST dated October 7, 2010
Motor Vehicles	OR
Safe Deposit Box	LESLIE BONLIE-BRUNO, Trustee u/a/d 10/7/10
Professional Corporation Stock	

## ASSET PROTECTION TRUST dated October 7, 2010



When transferring assets to your asset protection trust such as:	New title should be held as:	
Personal Residence	L. BONLIE, Trustee of the ASSET PROTECTION TRUST dated October 7, 2010	
S corporation stock	OR	
LLC Membership Interests	L. BONLIE, Trustee u/a/d 10/7/10	

When naming the asset protection trust as the contingent beneficiary on:	Beneficiary designation should be:
All IRAs, 401(k)s, Pension Plans, Profit-Sharing Plans, Retirement Plans, Tax Deferred Annuities, etc.	ASSET PROTECTION TRUST dated October 7, 2010

### HARMONY ASSET MANAGEMENT, L.P.



When transferring assets to your limited partnership such as:	New title should be held as:
Real Property - only vacant land	HARMONY ASSET MANAGEMENT, L.P.
Savings Accounts	OR
Money Market Funds	L. BONLIE, General Partner of the HARMONY ASSET MANAGEMENT, L.P.
Certificates of Deposit	
Stocks, Bonds, Securities	
Deeds of Trust	

When naming the limited partnership as the owner and primary beneficiary on:	New title should be held as:
Life Insurance Policies	HARMONY ASSET MANAGEMENT, L.P. OR
	L. BONLIE, General Partner of the HARMONY ASSET MANAGEMENT, L.P.

### WEZI HOLDINGS, LLC



When transferring assets to your limited-liability company such as:	New title should be held as:
Rental Property	L. BONLIE, as Manager of the WEZI HOLDINGS, LLC

### P. O. Box 60692 Las Vegas, Nevada 89160

Date:				
				•
Re: Account No			and the second conference of the second confer	
¥				
Dear Sirs:				
I have created a living TRUST. Title should be	trust. Please transfer titl be held as follows:	e of the above a	ccount into the	he
"LESLIE BONLIE-BR	UNO, Trustee of the	TRUST date	ed October 7	, 2010."
Enclosed for your infor	mation is a copy of the C	Certificate of Rev	ocable Living	g Trust.
•	LEQUE DON	LIE PRIMO		

### L. BONLIE P. O. Box 60692 Las Vegas, Nevada 89160

Date:	
	<del></del>
Re: Account No.	
Dear Sirs:	
I have created a living trust. Please tr ASSET PROTECTION TRUST. Title	ransfer title of the above account into the [NAME] should be held as follows:
"L. BONLIE, Trustee of the 2010."	PROTECTION TRUST dated October 7,
Enclosed for your information is a cop Trust.	y of the Certificate of Irrevocable Asset Protection
L. B	BONLIE

# EXHIBIT 11

**Nevada Secretary of State Printouts for Harmony Asset Management, LP and WEZI Holdings, LLC** 

# EXHIBIT 11

## HARMONY ASSET MANAGEMENT, L.P.

Business Entity Int	formation		
Status:	Active	File Date:	9/1/2010
Type:	Limited Partnership (ULPA)	Entity Number:	E0425682010-9
Qualifying State:	NV	List of Officers Due:	9/30/2018
Managed By:	to a single and the state of th	Expiration Date:	9/30/2110
NV Business ID:	NV20101663505	Business License Exp:	9/30/2018

ľ	Additional Information
١	
-	Central Index Key:
ł	

gistered Agent I	nformation		
Name:	DJP CORPORATE SERVICES NEVADA	Address 1:	10785 WEST TWAIN AVE STE 200
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89135
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:	etada Marento, eta penda penda da la La Petro a, por estad dal de la por espera la cidade de la Petro eta de comendado e el percento de la cidade de la Petro eta de comendado e el petro el percento de la cidade de la Petro eta de la petro estada e el petro el petr	Mailing State:	NV
Mailing Zip Code:			ANALYSIS STREET STREET, AND ANALYSIS STREET, ANALYSIS STRE
Agent Type:	Commercial Registered Agent - Co	poration	
Jurisdiction:	UTAH	Status:	Active

Financial Information	
No Par Share Count: 0	Capital Amount: \$ 0
No stock records found for this company	

<ul><li>Officers</li></ul>			✓ Include Inactive Officers
General Partner - L	ESLIE BONLIE		
Address 1:	P.O. BOX 60692	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89160	Country:	USA
CONTRACTOR OF THE TAXABLE PROPERTY OF THE PROP	Historical	Email:	
General Partner - L	ESLIE BONLIE-BRUNO		
and the state of t	P.O. BOX 60692	Address 2:	
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Zip Code:	89160	Country:	
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## **WEZI HOLDINGS, LLC**

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Status	: Active		File D	Date:	8/30/2010
Туре	Domestic Limited-L Company	iability	Entity Num	ıber:	E0422582010-4
Qualifying State	: NV		List of Officers	Due:	8/31/2018
Managed By	: Managers	en ger ger a gerinde en	Expiration [	Date:	9/30/2110
NV Business ID	: NV20101658510		Business License	Ехр:	8/31/2018
Additional Inform	ation				
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Series LI	C (YES if applicable):	YES			
Registered Agent	Information				
Name		ER. ESQ.	Addre	ss 1:	8985 S EASTERN AVE STE 200
Address 2				City:	LAS VEGAS
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# EXHIBIT 12

Articles of Organization and Operating Agreement of Wezi Holdings, LLC

# EXHIBIT 12

### ARTICLES OF ORGANIZATION

OF

#### WEZI HOLDINGS, LLC

The undersigned, to form a Series Limited-Liability Company under Chapter 86 of the Nevada Revised Statutes, certifies that:

- NAME. The name of the series limited-liability company (hereafter the "Company") shall be WEZI HOLDINGS, LLC.
- 2. NAME AND PHYSICAL ADDRESS OF REGISTERED AGENT FOR SERVICE OF PROCESS. The name of the registered agent for service of process of the Company in Nevada is DJP CORPORATE SERVICES NEVADA, 10785 West Twain Avenue, Suite 200, Las Vegas, Nevada 89135.

#### 3. SEPARATE SERIES.

- (a) <u>Debts and Liabilities Separate</u>. The Company may have more than one series. The debts and liabilities of any series will be enforceable against the assets of that series only and not against the assets of another series or of the Company generally.
- (b) <u>Rights Set Forth in Operating Agreement</u>. The relative rights, powers and duties of each series and its members shall be set forth in the operating agreement for each series or are established as provided in the operating agreement for each series.
- (c) <u>Separate Records Maintained</u>. Each series shall maintain separate and distinct records. The assets associated with each series will be held and accounted for separately from the other assets of the Company and from any other series within the Company.
- 4. MANAGEMENT. The business of each series shall be managed by one or more managers in accordance with the terms of these Articles of Organization, the Operating Agreement for each series, and Nevada law. The number of managers may from time to time be increased or decreased as permitted by law and in the manner provided for in the operating agreement for a series. A manager does not have to be a member of any series of the Company.

 INITIAL MANAGER. There shall be one initial manager. The name and address of the initial manager of each initial series of the Company is:

#### L. BONLIE

P. O. Box 60692 Las Vegas, Nevada 89160

- 6. TERM. The Company shall exist perpetually or until the filing of articles of dissolution pursuant to Nevada Revised Statutes 86.531 and 86.541.
- 7. BUSINESS PURPOSE. Each series is and shall be organized to engage in any business permitted by law. Each series may conduct one or more businesses separate and distinct from any other series in the Company.

#### 8. MEMBERS.

- (a) <u>Rights of Members</u>. The interest and rights of each member in a series (including the right to vote and the right to share in the profits, losses, and capital of the series) shall be set forth in an operating agreement for each series.
- (b) <u>Continuation of Business of Series</u>. Upon the occurrence of any event which terminates the membership of a member of any series (including the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member that is an entity) the remaining members of a series may continue the business of the series as provided in the operating agreement for the series or as otherwise unanimously agreed upon by the remaining members of the series (other than the member whose interest is or has been terminated).
- (c) <u>New Members</u>. New members may be added to any series as set forth in the operating agreement for the series or as otherwise agreed upon unanimously by those who are members of the series at the time the new member or members are added.
- 9. NON-ASSESSABLE MEMBERSHIP. Except as specifically provided otherwise in the operating agreement, the members of any series shall not be subject to assessment for any purpose, including the payment of the debts of any series of the Company, after the amount of the initial contribution has been paid in money, property, or services.
- 10. LIMITED LIABILITY. No member or manager shall be personally liable to any series or its members for any act or omission arising from his or her failure to exercise due care regarding the management of any series, or for any other breach of fiduciary duty, except for any act or omission which involves intentional misconduct, fraud, or a knowing violation of law. Any series may indemnify and/or advance funds to

a manager or member of the series to defend a civil or criminal action as provided in Nevada Revised Statutes 86.411 through 86.481, inclusive.

- 11. **AMENDMENT.** These articles may be amended only by a vote of members holding fifty-one percent (51%) of the voting membership interests of the Company.
- 12. TRANSACTIONS WITH INTERESTED MEMBER OR MANAGER. The Company or any of its series may enter into any business transaction in which a member, manager or employee has a personal interest, whether directly or indirectly, if:
  - (a) The transaction is an arms-length transaction entered into in good faith by all parties; and
  - (b) The Company is benefited by the transaction and cannot enter into an equivalent transaction under more favorable terms; and
  - (c) The personal interest in the transaction is fully disclosed to the Company by the interested member, manager, or employee; and
  - (d) The transaction is approved by the managers, excluding the interested member, manager, or employee (unless he or she is the only manager).

Dated this	day of	, 2010.
	L. BONLIE, Organizer	
	P. O. Box 60692	

Las Vegas, Nevada 89160

#### STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON

Deputy Secretary for Commercial Recordings



OFFICE OF THE SECRETARY OF STATE

Job: C20100831-1382 August 31, 2010

Commercial Recordings Division

202 N. Carson Street Carson City, NV 89701-4069 Telephone (775) 684-5708 Pax (775) 684-7138

DJP CORPORATE SERVICES NEVADA 10785 WEST TWAIN AVE STE 200 LAS VEGAS, NV 89135

Special Handling Instructions: NF EX P/U DJM

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Articles of Organization	20100653436-20	8/30/2010 4:24:23 PM	1.	\$75.00	\$75.00
24 Hour Expedite	20100653436-20	8/30/2010 4:24:23 PM	1	\$125.00	\$125.00
Total					\$200.00

**Payments** 

Туре	Description	Amount
Check	Check #2351	\$200.00
Total		\$200.00

Credit Balance: \$0.00

Job Contents:
File Stamped Copy(s):
LLC Charter(s):
ILMM-ALMM(s):

1

DJP CORPORATE SERVICES NEVADA 10785 WEST TWAIN AVE STE 200 LAS VEGAS, NV 89135

#### **OPERATING AGREEMENT**

OF

#### WEZI HOLDINGS, LLC Series A

#### 1. OFFICES

- 1.1 <u>Principal Office</u>. The principal office of Series A of the Limited-liability Company (hereafter the "Company") shall be located at P. O. Box 60692, Las Vegas, Nevada 89160. The Series may have such other offices, either within or without the State of Nevada as the members or managers may designate or as the business of the Series may from time to time require.
- 1.2 Registered Office; Registered Agent. The registered office of the Company, required by Nevada Revised Statutes 86.231 to be maintained in the State of Nevada may, but need not, be identical with the Principal Office in the State of Nevada. The address of the initial registered office of the Company is 10785 West Twain Avenue, Suite 200, Las Vegas, Nevada 89135. The registered agent at such office is DJP Corporate Services Nevada. The registered office may be changed from time to time by action of the members and by filing the prescribed form with the Nevada Secretary of State.

#### 2. MEETINGS OF MEMBERS

- 2.1 Annual Meetings. Annual meetings of the members shall be held in the month of August in each year, beginning with the year 2011, for the purpose of electing the manager or managers and for the transaction of such other business as may come before the meeting. If the election shall not be held at the time designated herein for the annual meeting of the members, the members shall cause the election to be held at a special meeting of the members as soon thereafter as it may conveniently be held.
- 2.2 Other Regular Meetings. The members may provide for the holding of regular meetings in addition to the annual meetings by prescribing the time and place for such meetings.
- 2.3 <u>Special Meetings</u>. Special meetings of the members, for any purpose or purposes, may be called by the managers or by a majority of the equity interests of the members.
- 2.4 <u>Notice of Meetings</u>. Except where notice is not required, as provided herein, written notice stating the place, day and hour of the meeting and, in

case of a special meeting, the purposes for which the meeting is called, shall be given not less than ten (10) days before the date of the meeting, by or at the direction of the managers, to each member of record entitled to vote at such meeting. When all the members of the Series are present at any meeting and do not object to notice, or if those not present subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given. Notwithstanding the above, if either (1) notice of two consecutive meetings, or (2) two payments of distribution of profits sent by U. S. Postal Service mail during a twelve-month period are returned as undeliverable, the giving of further notices is not required. In that event, any action taken without notice to the member shall be deemed to have been taken with notice to the member until such time as the member provides a current address to the Series.

- 2.5 <u>Meeting Without Notice</u>. If a majority of the members shall meet at any time and place, either within or without the State of Nevada, and consent to the holding of the meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any action may be taken.
- 2.6 <u>Place of Meeting.</u> Except as provided herein, all meetings of the members shall be at the principal office or registered office stated in Sections 1.1 and 1.2 above. Any meeting of the members may be held at any other location upon majority agreement of the equity interests of the members. A written consent to hold a meeting at an alternate location shall be irrevocable for purposes of the meeting specified therein.
- 2.7 <u>Waiver of Attendance</u>. Attendance by a member at a meeting shall be deemed to be a waiver of any objection to notice or place of a meeting, unless the member appears solely for purposes of objecting to notice or place of meeting.
- 2.8 Quorum. At any meeting of the members, a majority of the equity interests, as determined from the capital accounts of each member as reflected by the books of the Series, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than said majority of the equity interests are represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough equity interests of the members to leave less than a quorum.
- 2.9 <u>Proxies.</u> At all meetings of members, a member may vote by written proxy by the member or by his or her duly authorized attorney-in-fact. To be effective, such proxy must be personally received by the managers, or received at the Series' principal office at least ten (10) hours prior to the time of commencement of the meeting. In addition to an original writing, members may designate a proxy by a

facsimile or email that sets forth sufficient information to determine that the transmission was authorized by the member. No proxy shall be valid after three (3) months from the date of its execution, unless otherwise provided in the proxy. No proxy shall, in any case, be valid for longer than seven (7) years from the date of its execution or any other period mandated by Nevada law.

2.10 Voting by Certain Members. Equity ownership interests held in the name of a corporation, partnership, limited-liability company, trust or other entity may be voted by such officer, partner, trustee, agent or proxy as the bylaws, partnership agreement, trust agreements or operating agreements of such entity may prescribe. Equity ownership interests held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him or her, either in person or by proxy, without a transfer of such certificates into his or her name.

#### 2.11 Manner of Acting.

- (a) <u>Formal Action by Members</u>. Unless otherwise specified for certain actions in the Articles of Organization or this Operating Agreement, the act of a majority of the equity ownership interests of members present at a meeting at which a quorum is present shall be the act of the members. Upon demand of any member, voting on a particular issue may be recorded in accordance with the equity ownership in the Series.
- (b) <u>Procedure</u>. A manager of the Series, when present, shall preside at meetings of the members. The presiding manager or any member may move or second any item of business. A record of all items of business discussed or acted upon shall be maintained of the meetings of the members. The members may adopt their own rules of procedure which shall not be inconsistent with this Operating Agreement.
- (c) <u>Presumption of Assent</u>. A member of the Series who is present at a meeting of the members at which an action is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the manager or person presiding at the meeting before the adjournment thereof, or shall forward such dissent by certified mail to the managers immediately after the adjournment of the meeting. Such right to dissent shall not apply to a member who voted in favor of such action.
- (d) <u>Informal Action of Members</u>. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof.

- 2.12 Order of Business. The order of business at all meetings of the members shall be as follows:
  - 1. Roll Call
  - 2. Proof of Notice of Meeting or Waiver of Notice
  - 3. Reading of Minutes of Preceding Meeting
  - 4. Report of the Manager
  - 5. Reports of Committees, if any
  - 6. Unfinished Business
  - 7. New Business
- 2.13 <u>Telephonic Meeting</u>. Members of the Series may participate in any meeting of the members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting. The Series shall provide members with adequate means by which to participate in all meetings telephonically, by conference call capability at the meeting location, or other adequate means.

#### 3. FISCAL MATTERS

- 3.1 <u>Fiscal Year</u>. The fiscal year of the Series, for both accounting and tax reporting purposes, shall be the calendar year.
- 3.2 <u>Deposits</u>. All cash funds of the Series shall be deposited from time to time to the credit of the Series in such banks, trust companies or other depositories as the members or managers may select.
- 3.3 <u>Contracts, Conveyances.</u> All matters in the conduct of the ordinary business of the Series, except for those specifically reserved to the members, may be performed by the managers. No conveyances of property of the Series, other than payments of money in the ordinary course of the Series' business, shall be made except upon authorization by a resolution of the members.
- 3.4 <u>Loans</u>. No loans shall be contracted on behalf of the Series, and no notes or other evidence of indebtedness of the Series shall be issued except upon authorization by resolution of the members.
- 3.5 <u>Checks, Drafts, Etc.</u> All checks, drafts, notes, liabilities incurred by the Series, or other orders for the payment of money issued in the name of the Series shall be signed by a manager.
- 3.6 <u>Accountant</u>. An accountant may be selected from time to time by the members or the managers to perform such tax and accounting services as may from time to time be required.

3.7 <u>Legal Counsel</u>. One or more attorneys at law may be selected from time to time by the members or managers to review the legal affairs of the Series and to perform such other services as may be required.

#### 4. MEMBERSHIP RECORDS AND TRANSFER OF OWNERSHIP

- 4.1 <u>Membership Records</u>. The managers shall maintain a current record of the members, their equity ownership interest in the Series, their capital accounts, and their membership percentages.
- 4.2 <u>Transfer of Ownership</u>. Any member may transfer his or her membership interest in the Series at any time. The transferees shall have no right to vote or otherwise participate in the management of the business and affairs of the Series or to become a member. The transferee shall only be entitled to receive the share of the profits or other compensation and the return of contributions, if any, to which that member would otherwise be entitled.
- 4.3 <u>No Return of Capital</u>. No member shall be entitled to receive any part of his or her contribution to capital until the dissolution of the Series or liquidation of that member's interest in the Series.

#### 5. CAPITAL AND CAPITAL CONTRIBUTIONS

- 5.1 <u>Capital of the Series</u>. The capital of the Series shall be the aggregate amount of the capital contribution made to it by the members, plus any net profits retained in the Series.
- 5.2 <u>Original Contribution of Members</u>. The members shall contribute to the Series certain properties or services particularly described on Exhibit 1, which is attached hereto and incorporated by this reference.
- 5.3 <u>Membership Percentages</u>. Each member's membership percentage is his or her percentage of equity ownership of the Series, which shall be the equivalent of the amount of each member's capital account as a percentage of the capital of the Series. The initial membership percentages of each member are set forth on Exhibit 1.
- 5.4 <u>No Additional Capital Contributions</u>. Members will not be obligated to make additional contributions to capital except upon a resolution of the members that includes a determination of business necessity.

#### 6. CAPITAL ACCOUNTS

An individual capital account shall be maintained for each member under the rules for maintaining capital accounts as may be prescribed in federal treasury regulations. Unless required to the contrary by regulations, a member's capital account shall be his or her original capital contribution, increased by his or her share of (a) income, (b) gain and (c) tax-exempt income of the Series, and reduced by his or her share of (d) distributions of money or property, (e) deductions, (f) losses and (g) other Series expenditures.

#### 7. ADMISSION OF NEW MEMBERS OR SERIES

New members may be admitted to the Series upon unanimous agreement by the members. Additionally, unanimous agreement by the members is required for the Company or its managers to create or terminate any Series as provided in Section 13 below.

#### 8. DISTRIBUTION OF PROFITS AND LOSSES

- 8.1 <u>General</u>. The members may from time to time declare, and the Series may distribute, accumulated profits determined to be not necessary for the cash needs of the Series' business. Such distributions may be made subject to the additional requirement that, after such distributions are made, the assets of the Series exceed the net losses (determined for federal tax purposes) and other liabilities of the Series, except liabilities to members on account of their capital contributions. Unless otherwise provided, retained profits shall be deemed to be an increase in the capital of the Series.
- 8.2 <u>Allocations</u>. The net profits of the Series shall be allocated to all members in proportion to their capital accounts. All losses and deductions shall similarly be allocated to the members in proportion to their capital accounts.
- 8.3 Rules for Determining Profits and Losses. For the purpose of determining net profits distributable among the members, and for the purpose of determining net losses to be borne by the members, the rules for determination of net income or net losses for federal income tax purposes shall apply. Such income or losses shall be allocated among and borne by the members at the end of each accounting year as provided above. The members may establish additional rules and procedures for determining and allocating the profits to the members consistent with federal treasury regulations and the provisions of this Operating Agreement.
- 8.4 <u>Distributions on Dissolution</u>. Upon dissolution of the Series or the Company, or liquidation of any member's interest in the Series or the Company, liquidating distributions will be in accordance with the positive capital account balances of each member, as determined after taking into account all capital account adjustments for the tax year during which such liquidation occurs.

#### 9. BOOKS AND RECORDS

9.1 <u>Books and Records</u>. The books and records of the Series required by Nevada Revised Statutes 86.241 shall be kept at the registered office of the Series.

Other books and records shall be kept at such other places, within or without the state of Nevada, as the members or managers shall from time to time determine.

The books and records which the Series shall keep at its registered office are:

- (a) A current list of the full name and last known business address of each member and manager separately identifying the members in alphabetical order and the managers, if any, in alphabetical order;
- (b) A copy of the filed Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;
- (c) Copies of the Series' federal income tax returns and reports, if any, for the three (3) most recent years or a copy of the Company's tax return, if any, if no separate tax returns are filed by the Series;
- (d) Copies of any then effective written operating agreement and of any financial statements of the Series for the three (3) most recent years; and

#### (e) A writing setting forth:

- (1) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each member and which each member has agreed to contribute;
- (2) The items of which or events on the happening of which any additional contributions agreed to be made by each member are to be made;
- (3) Any right of a member to receive, or of a manager to make, distributions to a member which include a return of all or any part of the member's contribution; and
- (4) Any events upon the happening of which the Series or the Company is to be dissolved and its affairs wound up.
- 9.2 <u>Right of Inspection</u>. Any member of record shall have the right to examine, at any reasonable time or times, for all purposes, the financial statements, the books and records of account, minutes and records of members and to make copies thereof, with copies at the members' expense. Such inspection may be made by any agent or attorney of the member.

9.3 <u>Financial Records</u>. All financial records shall be maintained and reported based on generally acceptable accounting practices.

#### 10. MANAGEMENT

- 10.1 <u>Management</u>. The business of the Series shall be managed by one or more managers who need not be members of the Series. Any manager may sign, on behalf of the Series, such deeds, mortgages, bonds, contracts or other instruments which he or she is authorized to execute under Article 3 of this Operating Agreement, except in cases where the signing or execution thereof shall be expressly delegated to the members; and, in general, he or she shall perform all duties as may be prescribed by the members from time to time.
- 10.2 <u>Duties of Managers</u>. The managers shall be responsible for the general overall supervision of the business and affairs of the Series. The specific authority and responsibility of the managers shall include the following:
  - (a) The managers shall direct and supervise the operations of the Series;
  - (b) The managers shall establish such charges for services and products of the Series as may be necessary to provide adequate income for the efficient operation of the Series;
  - (c) The managers, within the budget established by the members, shall set and adjust wages and rates of pay for all personnel of the Series and shall appoint, hire and dismiss all personnel and regulate their hours of work;
  - (d) The managers shall keep the members advised in all matters pertaining to the business of the Series, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report to the members at each annual meeting and at other times as may be directed by the members.
- 10.3 Election and Tenure. The managers of the Series shall be elected annually by the members at their annual meeting. Each manager shall hold office from the date of his or her election until the next annual meeting and until his or her successor shall have been elected, unless he or she shall sooner resign or be removed.
- 10.4 <u>Resignations and Removal</u>. Any manager may resign at any time by giving written notice to the other managers and to all of the members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any manager may be removed at any time by the members with or without cause.

- 10.5 <u>Vacancies</u>. A vacancy caused by a deceased, resigning or removed manager may be filled for the unexpired portion of the term by a successor selected by majority vote of the equity interest of the members.
- 10.6 <u>Salaries</u>. The salaries, if any, of the managers shall be fixed from time to time by the members, and no manager shall be prevented from receiving such salary by reason of the fact that he or she is also a member of the Series.
- a meeting of the managers at which action on any Series matter is taken, shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof. Such right to dissent shall not apply to a manager who voted in favor of such action.

#### 11. MISCELLANEOUS

- 11.1 <u>Arbitration</u>. Any controversy or claim between members or managers relating to the Articles of Organization or this Operating Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. One arbitrator will be used, unless the parties to the dispute are not able to agree on a designated arbitrator, in which case a three (3) member panel of arbitrators will be used.
- 11.2 Notice. Except as provided in Section 2.9 (regarding proxies), whenever notice of any kind is required or permitted under the terms and provisions of the Nevada Revised Statutes, the Articles of Organization or this Operating Agreement, the same may be deposited with the U. S. Postal Service by registered or certified mail, postage prepaid, to the indicated parties at their last known address as shown in the records of the Series, or in lieu thereof, by regular first class mail, postage prepaid, private carrier, facsimile, or delivery in person. If properly mailed by registered or certified mail, the date of mailing shall be the effective date of notice. If notice is by facsimile, the effective date shall be the next date after the date of receipt of transmission that is not a weekend or U. S. Postal Service holiday. Otherwise, the effective date of notice shall be the date of actual receipt by the party entitled to notice.

Members changing their addresses shall give notice to the managers of the Series and the managers of the Series shall give notice of a change of registered or principal office to the members within ten (10) days.

11.3 <u>Waiver of Notice</u>. Whenever any notice is required to be given pursuant to the provisions of the Nevada Revised Statutes, the Articles of Organization of the Series or this Operating Agreement, a waiver thereof, in writing, signed by the

persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

- 11.4 Indemnification of Members, Managers. Unless the members determine that he or she did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Series, and unless the members determine that, with respect to any criminal acts or proceeding he or she was without reasonable cause to believe that his or her conduct was unlawful, the Series shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Series) by reason of the fact that he or she is or was a member of the Series or a manager, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Series, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.
- 11.5 Other Indemnification. The Series may, by member action, indemnify any employee, agent, or other person acting on behalf of the Series under the same terms and conditions as set forth in section 11.4. The Series shall indemnify members, managers, employees and agents when the requirements of Nevada Revised Statutes 86.431(1) (generally, regarding successful defense of actions) have been met.
- 11.6 <u>Indemnification Funding; Insurance</u>. The Series shall fund the indemnification obligations provided by Section 11.4 in such manner and to such extent as the members may from time to time deem proper. The members may cause the Series to maintain insurance coverage to provide for any expenses of indemnification of the Series.
- 11.7 Anticipated Transactions. It is anticipated that the members and managers will have other legal and financial relationships. Representatives of this Series, along with representatives of other entities, may from time to time participate in the joint development of contracts and transactions designed to be fair and reasonable to each participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that this Series will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Series in such contracts and transactions may be authorized by the members, subject to the requirements regarding transactions with interested members, managers and employers as stated in the articles of organization.

- 11.8 <u>Gender and Number</u>. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.
- 11.9 <u>Articles and Other Headings</u>. The articles and other headings contained in this Operating Agreement are for reference purposes only and shall not affect the meaning or interpretation.
- 11.10 <u>Reimbursement of Managers and Members</u>. Managers and members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.
- 11.11 <u>Document Copies</u>. Except where otherwise limited by law, any photocopy, facsimile copy, or other reliable reproduction of any writing may be substituted for the original writing or for any original signature affixed thereto for any Series business purpose (including, without limitation, notices and consents) for which the original could be used, provided that the copy or reproduction is a complete and accurate reproduction of the entire original writing.

#### 12. AMENDMENTS

This Operating Agreement may be altered, amended, restated, or repealed and a new Operating Agreement may be adopted by a majority vote of the equity interests of the members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

#### 13. OTHER SERIES PERMITTED

- 13.1 Other Series Authorized. The Company may have additional Series. Separate and distinct records are to be maintained for each Series. The assets associated with any other Series are to be held and accounted for separately from the other assets of this Series, or any other Series. Any other Series may have a separate business purpose, managers, and members from any other Series and/or from the Company generally.
- 13.2 <u>Series Creation and Termination</u>. The managers by majority vote may create or terminate one or more additional Series. Each additional Series shall adopt its own Operating Agreement.
- 13.3 <u>Series Designation</u>. Upon the creation of a new Series, the managers of the Company shall give the new Series a designation or name, which shall be unique among the other Series within the Company.

#### CERTIFICATION

THE UNDERSIGNED, being the sole member of the WEZI HOLDINGS, LLC, hereby evidences the adoption and ratification of the foregoing Operating Agreement of the Company.

EXECUTED by the sole member on the date indicated.

ASSET PROTECTION TRUST dated, October 7, 2010

9/3/2010 Date

By: L. BONLIE, Trustee

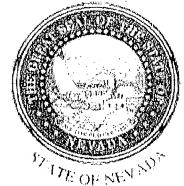
### EXHIBIT 1

### WEZI HOLDINGS, LLC Series A

# ORIGINAL CONTRIBUTION OF ASSETS (Per Article 5 of the Operating Agreement)

MEMBER	ASSETS CONTRIBUTED	PERCENTAGE OF INTEREST
ASSET PROTECTION TRUST	Real Property Located At:	100%
dated September 1, 2010	Henderson, NV Henderson, NV , Henderson, NV Vacant Land, Yavapai County, AZ	





# LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that WEZI HOLDINGS, LLC did on August 30, 2010, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.



Certified By: Delaina Marzullo Certificate Number: C20100831-1382 You may verify this certificate online at http://www.nvsos.gov/ IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on August 31, 2010.

ROSS MILLER Secretary of State

# EXHIBIT 13

**Operating Agreement of Pro-Tect Security, LLC** 

# EXHIBIT 13

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#### **OPERATING AGREEMENT**

OF

#### PRO-TECT SECURITY SERVICES, LLC

#### 1. OFFICES

- 1.1 <u>Principal Office</u>. The principal office of the Limited-liability Company (hereafter the "Company") shall be located at 3511 South Eastern Avenue, Las Vegas, Nevada. The Company may have such other offices, either within or without the state of Nevada as the members may designate or as the business of the Company may from time to time require.
- 1.2 Registered Office; Registered Agent. The registered office of the Company, required by Nevada Revised Statutes 86.231 to be maintained in the State of Nevada may, but need not, be identical with the Principal Office in the State of Nevada. The address of the initial registered office of the Company is 10785 West Twain Avenue, Suite 200, Las Vegas, Nevada 89135. The registered agent at such office is DJP Corporate Services Nevada. The registered office may be changed from time to time by action of the members and by filing the prescribed form with the Nevada Secretary of State.

#### 2. MEETINGS OF MEMBERS

- 2.1 <u>Annual Meeting</u>. The annual meeting of the members shall be held in the month of February in each year, beginning with the year 2010, for the purpose of electing the manager and for the transaction of such other business as may come before the meeting. If the election shall not be held at the time designated herein for the annual meeting of the members, or at any adjournment thereof, the members shall cause the election to be held at a special meeting of the members as soon thereafter as it may conveniently be held.
- 2.2 <u>Regular Meetings</u>. The members may provide for the holding of regular meetings by resolution prescribing the time for such meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.
- 2.3 <u>Special Meetings</u>. Special meetings of the members, for any purpose or purposes, may be called by the managers or by any two members.
- 2.4 <u>Notice of Meeting</u>. Except where notice is not required, as provided herein, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given not less than ten (10) days before the date of the meeting, by or at the direction of the

managers, to each member of record entitled to vote at such meeting. When all the members of the Company are present at any meeting and do not object to notice, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given. Notwithstanding the above, if either notice of two consecutive annual meetings and required notices of all meetings in the interim, or two payments of distribution of profits sent by U. S. Postal Service mail during a twelve-month period are returned as undeliverable, the giving of further notices is not required. In that event, any action taken without notice to the member shall be deemed to have been taken with notice to the member until such time as the member provides a current address to the Company.

- 2.5 <u>Meeting Without Notice</u>. If all the members shall meet at any time and place, either within or without the State of Nevada, and consent to the holding of the meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any company action may be taken.
- 2.6 <u>Place of Meeting</u>. Except as provided herein, all meetings of the members shall be at the principal office or registered office stated in sections 1.1 and 1.2 above. Any meeting of the members may be held at any other location upon unanimous agreement of the members. A written consent to hold a meeting at an alternate location shall be irrevocable for purposes of one meeting specified therein.
- 2.7 <u>Waiver of Attendance</u>. Attendance by a member at a meeting shall be deemed to be a waiver of any objection to notice or place of a meeting, unless the member appears solely for purposes of objecting to notice or place of meeting.
- 2.8 Quorum. At any meeting of the members, a majority of the equity interests, as determined from the capital contribution of each member as reflected by the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than said majority of the equity interests are represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.
- 2.9 <u>Proxies</u>. At all meetings of members, a member may vote by written proxy by the member or by his or her duly authorized attorney-in-fact. To be effective, such proxy must be personally received by the managers, or received at the office of the managers at the Company's principal office at least ten (10) hours prior to the time of commencement of the meeting. In addition to an original writing, members may designate a proxy by a telegram, cablegram, or facsimile that sets forth sufficient information to determine that the transmission was authorized by the member. No proxy

shall be valid after three (3) months from date of execution, unless otherwise provided in the proxy. No proxy shall, in any case, be valid for longer than seven (7) years from the date of the execution.

2.10 <u>Voting by Certain Members</u>. Equity ownership interests standing in the name of a corporation, partnership or company may be voted by such officer, partner, agent or proxy as the bylaws, partnership agreement, or other operating agreements of such entity may prescribe. Equity ownership interests held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him or her, either in person or by proxy, without a transfer of such certificates into his or her name.

#### 2.11 Manner of Acting.

- (a) <u>Formal Action by Members</u>. Unless otherwise specified for certain actions in the Articles of Organization or this Operating Agreement, the act of a majority of the equity ownership interests of members present at a meeting at which a quorum is present shall be the act of the members. Upon demand of any member, voting on a particular issue may be recorded in accordance with percentage of equity ownership in the Company.
- (b) <u>Procedure</u>. A manager of the Company, when present, shall preside at meetings of the members. The presiding manager or the members may move or second any item of business. A record shall be maintained of the meetings of the members. The members may adopt their own rules of procedure which shall not be inconsistent with this Operating Agreement.
- (c) <u>Presumption of Assent</u>. A member of the Company who is present at a meeting of the members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the Operating Manager or person presiding at the meeting before the adjournment thereof, or shall forward such dissent by certified mail to the managers immediately after the "adjournment of the meeting." Such right to dissent shall not apply to a member who voted in favor of such action.
- (d) <u>Informal Action of Members</u>. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof.
- 2.12 <u>Order of Business</u>. The order of business at all meetings of the members shall be as follows:

- 1. Roll Call
- 2. Proof of notice of meeting or waiver of notice
- 3. Reading of minutes of preceding meeting
- 4. Report of the Operating Manager
- 5. Reports of committees, if any
- 6. Unfinished Business
- 7. New Business
- 2.13 <u>Telephonic Meeting</u>. Members of the Company may participate in any meeting of the members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting. The Company shall provide members with adequate means by which to participate in all meetings telephonically, by conference call capability at the meeting location, or other adequate means.
- 2.14 <u>Informal Action by Members</u>. Any action required to be taken at a meeting of the members or any other action which may be taken at a meeting of the members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority of the members entitled to vote with respect to the subject matter thereof.
- 2.15 Presumption of Assent. A member of the company who is present at a meeting of the members at which action on any company matter is taken, shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified or registered mail to the manager of the company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a member who voted in favor of such action.

#### 3. FISCAL MATTERS

- 3.1 <u>Fiscal Year</u>. The fiscal year of the Company, for both accounting and tax reporting purposes, shall be the calendar year.
- 3.2 <u>Deposits</u>. All cash funds of the Company shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the members may select.
- 3.3 <u>Contracts, Conveyances</u>. Except as otherwise specifically provided herein, no contracts on behalf of the Company shall be executed except by a resolution of the members. No conveyances of property of the Company, other than payments of

money in the ordinary course of the Company's business, shall be made except upon authorization by a resolution of the members. The members may, by resolution, authorize the managers or designated managing officers to enter into any contract or execute any instrument. Such authorization may be general or confined to specific instances.

- 3.4 Loans. No loans shall be contracted on behalf of the Company, and no notes or other evidence of indebtedness of the Company shall be issued except upon authorization by resolution of the members. The members may, by resolution, authorize the managers or designated managing officers to contract loans or issue notes or other evidences of indebtedness. Such authority may be general or confined to specific instances.
- 3.5 <u>Checks, Drafts, Etc.</u> All checks, drafts, notes, liabilities incurred by the Company, or other orders for the payment of money issued in the name of the Company shall be signed by a manager or managers to be designated for that purpose.
- 3.6 <u>Accountant</u>. An accountant may be selected from time to time by the members to perform such tax and accounting services as may from time to time be required. The accountant may be removed by the members at any time, with or without cause.
- 3.7 <u>Legal Counsel</u>. One or more attorneys at law may be selected from time to time by the members to review the legal affairs of the Company and to perform such other services as may be required and to report to the members with respect thereto.

# 4. MEMBERSHIP RECORDS AND TRANSFER OF OWNERSHIP

- 4.1 <u>Membership Records</u>. The managers shall maintain a current record of the members, their equity ownership interest in the Company, their capital accounts, and their membership percentage.
- 4.2 <u>Transfer of Ownership.</u> Any member may transfer his or her membership interest in the Company at any time. The transferee shall have no right to participate in the management of the business and affairs of the Company or to become a member. The transferee shall only be entitled to receive the share of the profits or other compensation and the return of contributions, if any, to which that member would otherwise be entitled.
- 4.3 <u>No Return of Capital</u>. No member shall be entitled to receive any part of his or her contribution to capital until the dissolution of the Company or liquidation of that member's interest in the Company.

#### 5. CAPITAL AND CAPITAL CONTRIBUTIONS

- 5.1 <u>Capital of the Company</u>. The capital of the Company shall be the aggregate amount of the capital contribution made to it by the members.
- 5.2 <u>Original Contribution of Members</u>. The members shall contribute to the Company certain properties or services particularly described on Exhibit A, which is attached hereto and incorporated by this reference.
- 5.3 <u>Membership Percentages</u>. Each member's membership percentage is his or her percentage of equity ownership of the Company, which shall be the equivalent of the amount of each member's capital account as a percentage of the capital of the Company. The initial membership percentages of each member are set forth on Exhibit A.
- 5.4 <u>No Additional Capital Contributions</u>. Members will not be obligated to make additional contributions to capital except upon a resolution of the members that includes a determination of business necessity.

#### 6. CAPITAL ACCOUNTS

An individual capital account shall be maintained for each member under the rules for maintaining capital accounts as may be prescribed in federal treasury regulations. Unless required to the contrary by regulations, a member's capital account shall be his or her original capital contribution, increased by his or her share of (a) income, (b) gain and (c) tax-exempt income of the Company, and reduced by his or her share of (d) distributions of money or property, (e) deductions, (f) losses and (g) other Company expenditures.

### 7. ADMISSION OF NEW MEMBERS

New members may be admitted to the Company upon unanimous agreement by the members.

#### 8. DISTRIBUTION OF PROFITS AND LOSSES

8.1 General. The members may from time to time unanimously declare, and the Company may distribute, accumulated profits determined to be not necessary for the cash needs of the Company's business. Such distributions may be made subject to the additional requirement that, after such distribution is made, the assets of the Company exceed the net losses (determined for federal tax purposes) and other liabilities of the Company, except liabilities to members on account of their capital contributions. Unless otherwise provided, retained profits shall be deemed to be an increase in the capital of the Company.

- 8.2 <u>Allocations</u>. The net profits of the Company shall be allocated to all members in proportion to their capital accounts. All losses and deductions shall be allocated to the members in proportion to their capital accounts.
- 8.3 Rules for Determining Profits and Losses. For the purpose of determining net profits distributable among the members, and for the purpose of determining net losses to be borne by the members, the rules for determination of net income or net losses for federal income tax purposes shall apply. Such income or losses shall be allocated among and borne by the members at the end of each accounting year as above provided. The members may establish additional rules and procedures for determining and allocating the profits to the members consistent with federal treasury regulations and the provisions of this Operating Agreement.
- 8.4 <u>Distributions on Dissolution</u>. Upon dissolution of the Company, or liquidation of any member's interest in the Company, liquidating distributions will be in accordance with the positive capital account balances of each member, as determined after taking into account all capital account adjustments for the tax year during which such liquidation occurs.

#### 9. BOOKS AND RECORDS

9.1 <u>Books and Records</u>. The books and records of the Company required by Nevada Revised Statutes 86.241 shall be kept at the registered office of the Company. Other books and records shall be kept at such other places, within or without the state of Nevada, as the members shall from time to time determine.

The books and records which the Company shall keep at its registered office are:

- (a) A current list of the full name and last known business address of each member and manager separately identifying the members in alphabetical order and the managers, if any, in alphabetical order;
- (b) A copy of the filed articles of organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;
- (c) Copies of the Company's federal income tax returns and reports, if any, for the three (3) most recent years;
- (d) Copies of any then effective written operating agreement and of any financial statements of the Company for the three (3) most recent years; and

- (e) Unless contained in the articles of organization, a writing setting out:
  - (1) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each member and which each member has agreed to contribute;
  - (2) The items of which or events on the happening of which any additional contributions agreed to be made by each member are to be made;
  - (3) Any right of a member to receive, or of a manager to make, distributions to a member which include a return of all or any part of the member's contribution; and
  - (4) Any events upon the happening of which the limited liability is to be dissolved and its affairs wound up.
- 9.2 <u>Right of Inspection</u>. Any member of record shall have the right to examine, at any reasonable time or times, for all purposes, the financial statements, the books and records of account, minutes and records of members and to make copies thereof, with copies at the members' expense. Such inspection may be made by any agent or attorney of the member.
- 9.3 <u>Financial Records</u>. All financial records shall be maintained and reported based on generally acceptable accounting practices.

#### 10. MANAGEMENT

- 10.1 <u>Management.</u> The business of the Company shall be managed by one or more managers who need not be members of the Company. Any manager may sign, on behalf of the Company, such deeds, mortgages, bonds, contracts or other instruments which he or she is authorized to execute under Article 3 of this Operating Agreement, except in cases where the signing or execution thereof shall be expressly delegated by the members or by this Operating Agreement or by statute to some other manager of the Company; and, in general, he or she shall perform all duties as may be prescribed by the members from time to time.
- 10.2 <u>Duties of Managers</u>. The managers shall be responsible for the general overall supervision of the business and affairs of the Company. The specific authority and responsibility of the managers shall include the following:
  - (1) The managers shall effectuate this Operating Agreement and the regulations and decisions of the members;

- (2) The managers shall direct and supervise the operations of the Company;
- (3) The managers, within such parameters as may be set by the members, shall establish such charges for services and products of the Company as may be necessary to provide adequate income for the efficient operation of the Company;
- (4) The managers, within the budget established by the members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work;
- (5) The managers shall keep the members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report to the members at each annual meeting and at other times as may be directed by the members.
- 10.3 <u>Election and Tenure</u>. The managers of the Company shall be elected annually by the members at the annual meeting. Each manager shall hold office from the date of his or her election until the next annual meeting and until his or her successor shall have been elected, unless he or she shall sooner resign or be removed.
- 10.4 <u>Resignations and Removal</u>. Any manager may resign at any time by giving written notice to the managers or to all of the members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any manager may be removed at any time by the members with or without cause.
- 10.5 <u>Vacancies</u>. A vacancy in any office may be filled for the unexpired portion of the term by the members.
- 10.6 <u>Salaries</u>. The salaries of the managers shall be fixed from time to time by the members and no manager shall be prevented from receiving such salary by reason of the fact that he or she is also a member of the Company.
- at a meeting of the managers at which action on any company matter is taken, shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof. Such right to dissent shall not apply to a manager who voted in favor of such action.

### 11. DISQUALIFICATION OF MEMBERS, MANAGERS AND EMPLOYEES

If any member, manager or employee of the company becomes legally disqualified to practice his or her profession within the State of Nevada, he or she shall sever all employment with, and financial interest (other than an interest as a creditor) in, the company forthwith or as otherwise provided in Section 12. Such legal disqualification to practice his or her profession within the State of Nevada shall be deemed to constitute an irrevocable offer by the disqualified member to sell his or her membership interests to the company pursuant to the provisions of Section 12.

#### 12. DEATH OR DISQUALIFICATION OF MEMBERS

The company shall purchase or redeem the membership interests of a member in case of death or disqualification pursuant to the provisions of Section 11, within a reasonable period of time after appointment of the executor, administrator, or other legal representative of the estate of the deceased or incompetent member, or within a reasonable period of time after a disqualification of a living member. The purchase price shall be the member's capital account adjusted to the date of the withdrawal.

#### 13. MISCELLANEOUS

- 13.1 <u>Arbitration</u>. Any controversy or claim between members relating to the Articles of Organization or this Operating Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. One arbitrator will be used, unless the parties to the dispute are not able to agree on a designated arbitrator, in which case a three (3) member panel of arbitrators will be used.
- 13.2 Notice. Except as provided in Section 2.8 (regarding proxies), whenever notice of any kind is required or permitted under the terms and provisions of the Nevada Revised Statutes, the Articles of Organization or this Operating agreement, the same may be deposited with the U. S. Postal Service by registered or certified mail, postage prepaid, to the indicated parties at their last known address as shown in the records of the Company, or in lieu thereof, by regular first class mail, postage prepaid, private carrier, facsimile, or delivery in person. If properly mailed by registered or certified mail, the date of mailing shall be the effective date of notice. If notice is by facsimile, the effective date shall be the next date after the date of receipt of transmission that is not a weekend or U. S. Postal Service holiday. Otherwise, the effective date of notice shall be the date of actual receipt by the party entitled to notice.

Members changing their addresses shall give notice to the Company and the Company shall give notice of its change of registered or principal office within ten (10) days.

- 13.3 <u>Waiver of Notice</u>. Whenever any notice is required to be given pursuant to the provisions of the Nevada Revised Statutes, the Articles of Association of the Company or this Operating Agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.
- 13.4 Indemnification of Members, Managers. Unless the members determine that he or she did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and unless the members determine that, with respect to any criminal acts or proceeding he or she was without reasonable cause to believe that his or her conduct was unlawful, the Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he or she is or was a member of the Company or a managing officer, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.
- 13.5 Other Indemnification. The Company may, by member action, indemnify any employee, agent, or other person acting on behalf of the Company under the same terms and conditions as set forth in section 13.4. The Company shall indemnify members, managers, employees and agents when the requirements of Nevada Revised Statutes 86.431(1) (generally, regarding successful defense of actions) have been met.
- 13.6 <u>Indemnification Funding; Insurance</u>. The Company shall fund the indemnification obligations provided by Section 8.3 in such manner and to such extent as the members may from time to time deem proper. The members may cause the Company to maintain insurance coverage to provide for any expenses of indemnification of the Company.
- 13.7 <u>Anticipated Transactions</u>. It is anticipated that the members and managers will have other legal and financial relationships. Representatives of this Company, along with representatives of other entities, may from time to time participate

in the joint development of contracts and transactions designed to be fair and reasonable to each participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that this Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Company in such contracts and transactions may be authorized by the members, subject to the requirements regarding transactions with interested members, managers and employers as stated in the articles of organization.

- 13.8 <u>Gender and Number</u>. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.
- 13.9 <u>Articles and Other Headings</u>. The articles and other headings contained in this Operating Agreement are for reference purposes only and shall not affect the meaning or interpretation.
- 13.10 <u>Reimbursement of Managers and Members</u>. Managers and members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.
- 13.11 <u>Document Copies</u>. Except where otherwise limited by law, any photocopy, facsimile copy, or other reliable reproduction of any writing may be substituted for the original writing or for any original signature affixed thereto for any Company business purpose (including, without limitation, notices and consents) for which the original could be used, provided that the copy or reproduction is a complete and accurate reproduction of the entire original writing.

#### 14. AMENDMENTS

This Operating Agreement may be altered, amended, restated, or repealed and a new Operating Agreement may be adopted by a majority vote of the equity interests of the members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

#### CERTIFICATION

THE UNDERSIGNED, being the sole member of PRO-TECT SECURITY SERVICES, LLC, hereby evidences the adoption and ratification of the foregoing Operating Agreement of the Company.

EXECUTED by the sole member on the date indicated.

HARMONY ASSET MANAGEMENT, LP.

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February 25, 2009 Date

By: L. BONLIE, General Partner

### **EXHIBIT A**

### PRO-TECT SECURITY SERVICES, LLC

ORIGINAL CONTRIBUTION OF ASSETS (Per Article 5 of the Operating Agreement)

MEMBER	ASSETS CONTRIBUTED	PERCENTAGE OF INTEREST
HARMONY ASSET	\$1,000	100%

# EXHIBIT 14

Membership Certificate of Pro-Tect Security, LLC

# **EXHIBIT 14**

UTHO, IN U.S.A.

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# EXHIBIT 15

Organizational Meeting Minutes of the Members of Pro-Tect Security and 2010 Annual Meeting of the Members of Pro-Tect Security

# EXHIBIT 15

### ORGANIZATIONAL MEETING MINUTES

#### OF THE MEMBERS OF

#### PRO-TECT SECURITY SERVICES, LLC

The organizational meeting of PRO-TECT SECURITY SERVICES, (the "Company") was held at 3511 South Eastern Avenue, Las Vegas, Nevada on February 25, 2009, at the hour of 10:00 a.m., pursuant to call and waiver of notice by all the members of the Company. The following member, being the sole member of the Company, was present at the meeting:

was elected chairman of the meeting and was elected secretary of the meeting to record the minutes thereof.

The chairman then reviewed the Articles of Organization which had been prepared by counsel for the Company, executed by the members and duly filed with the Secretary of State of Nevada and submitted to the meeting a copy of the articles as filed with the Secretary of State on February 25, 2009. Upon motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that the said Articles of Organization be approved and that they be placed in the Company book.

It was announced that the members have offered to transfer cash, property, or services, as stated in the proposed Exhibit A to the Operating Agreement as the original contribution to the Company. Upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, that acceptance of the offer of the persons named in the proposed Exhibit A to the Operating Agreement and described therein is in the best interest of the Company, and necessary for carrying out the Company's business, and in the judgment of the members, the cash, property, or services proposed to be transferred to the Company are reasonably worth the value demanded therefor; and the same is accepted and that, upon receipt of the consideration indicated above, the appropriate managers (as stated in the Operating Agreement) are authorized to issue membership certificates in appropriate amounts to the persons specified in proposed Exhibit A to the Operating Agreement; and

FURTHER RESOLVED, that said Exhibit A be incorporated into the Operating Agreement of the Company, upon approval and execution of the Operating Agreement of the Company.

The chairman then presented to the meeting a form of Operating Agreement for the regulation of the Company. The provisions thereof were then discussed by the members. Upon motion duly made, seconded, and unanimously carried, it was:

RESOLVED, that the Operating Agreement discussed at this meeting be approved as the Operating Agreement of the Company, to stand until further amendment thereof, as provided therein; and that, upon proper execution of the Operating Agreement by all of the members, a copy thereof be placed in the Company book.

At this point, all of the members of the Company executed the Operating Agreement of the Company, and indicated the date of their signature.

The chairman stated that the next item of business to be considered was the designation of the number of managers, and the election of such managers pursuant to Article 10 of the Operating Agreement. These items were discussed by the members. Upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, that the manager to hold office until the next annual meeting of members, subject to the provisions of the Operating Agreement shall be:

In order to provide for payment of the expenses of organization of the Company, on motion duly made, seconded and unanimously carried, it was:

RESOLVED, that the managers are authorized and directed to pay the expenses of the Company, including attorneys' fees, and to reimburse the persons who have made disbursements thereof.

FURTHER RESOLVED, that beginning with the month in which the Company first does business, the Company shall adopt a system of amortizing organization expenditures ratably over a period of sixty (60) months in accordance with Section 709(b) of the Internal Revenue Code.

The chairman then stated that it would be desirable to have a resolution authorizing the managers to negotiate contracts, leases and other arrangements on behalf of the Company in connection with the operation of the business, including the purchase of or acquisition of leases for the rental or purchase of office equipment and

supplies for the Company. Thereupon, on motion duly made, seconded and unanimously carried, it was:

RESOLVED, that the managers of the Company are authorized to negotiate contracts, leases, and other arrangements for and on behalf of the Company in connection with the operation of the business, including the negotiation of leases or contracts for the rental or purchase of office equipment and supplies.

A general discussion was then held concerning the commencement of business operations of the Company. It was decided that business would commence immediately. It was agreed that regular meetings shall not be required unless so required by future resolution of the members. Special meetings may be periodically called, as provided in the Operating Agreement. Upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, that the managers are hereby authorized to do any and all things necessary to conduct the ordinary course of the business of the Company, as set forth in the Articles of Organization.

The chairman then explained the necessity to designate a depository for the funds of the Company and the opening of an appropriate Company bank account. Thereupon, on motion duly made, seconded and unanimously carried, it was:

RESOLVED, that	be designated as a
depository for the funds of the Comp	pany, and that the financial
managers as designated from time to	o time shall be the authorized
agents of the Company for the purpo	ose of any business of the
Company at said bank.	

There being no further business to come before the members, the meeting was thereupon adjourned.

Dated this 25th day of February, 2009.

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Secretary of the Meeting

Approved:



Chairman of the Meeting

# WAIVER AND APPROVAL

The undersigned member has read the minutes of the organizational meeting held on February 25, 2009, and hereby waives notice of the date, place, and time of the meeting, and further ratifies and approves all actions taken at said meeting.

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Februarγ 25, 2009 Date	General Partner	

#### MINUTES OF THE ANNUAL MEETING OF THE MEMBERS

OF

#### PRO-TECT SECURITY SERVICES, LLC

Pursuant to the Operating Agreement of PRO-TECT SECURITY SERVICES, LLC (the "company"), the annual meeting of the members of the company was held at 3511 South Eastern Avenue, Las Vegas, Nevada, on January 12, 2010, at the hour of 6:00 p.m. The following, constituting the sole member of the company, was present:

was elected to serve as chairman of the meeting and serve as the secretary.

The chairman noted that approval of the minutes of the previous meeting had been obtained. Accordingly, the reading of the prior meeting's minutes was dispensed with.

The chairman next gave a report of the financial condition of the company for the prior year, which reports were discussed and considered.

The first item of business to come before the meeting was a review of the activities of the company since the last meeting of the members. After consideration thereof, it was unanimously

RESOLVED, that all acts and deeds of the individual managers of the company performed since the last meeting of the managers on behalf of the company be, and the same are hereby confirmed, ratified and approved whether or not such acts and deeds are recorded in the minutes of the company.

The next item of business to come before the meeting was the election of the managers of the company. Upon motion duly made and seconded, the following persons were unanimously elected to serve as the managers of the company for the ensuing year or until their successors are elected and accept their appointment:

There being no further business twas adjourned.	o come before this meeting, the	meeting.
	Secretary	
APPROVED:		

Chairman

### WAIVER OF NOTICE AND CONSENT TO HOLD THE ANNUAL MEETING OF THE MEMBERS OF PRO-TECT SECURITY SERVICES, LLC

The undersigned, being the sole member of PRO-TECT SECURITY SERVICES, LLC by signing this waiver and consent, hereby waives any right to notice of the time, place and purpose of the annual meeting of the members and consents to the business transacted at such meeting as set forth in the foregoing minutes, and further ratifies, approves, and renders valid any irregularity or defect in the annual meeting.

DATED this 12th day of January, 2010.

Ву		
	General Partner	

# EXHIBIT 16

Last Will and Testament of Leslie Bonlie-Bruno

# EXHIBIT 16

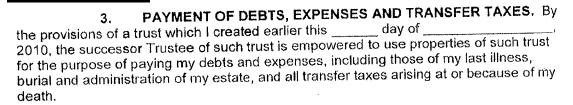
# LAST WILL AND TESTAMENT

#### OF

# LESLIE BONLIE-BRUNO

I, LESLIE BONLIE-BRUNO, a resident of Clark County, State of Nevada, hereby make my will:

- 1. PRIOR WILLS. I revoke all prior wills and codicils previously made by me.
  - 2. PERSONAL. I am not married. I have one (1) child,



My Personal Representative shall cooperate with the Trustee in determining the source from which debts, expenses and death taxes are paid, using assets of my estate or properties of such trust, or both, to the extent appropriate.

- 4. PERSONAL AND HOUSEHOLD EFFECTS. I may provide for the disposition of certain specific items of tangible personal property, consisting of personal and household effects, by a writing executed pursuant to the provisions of Nevada Revised Statutes, Section 133.045. Any property not disposed of by such writing shall become part of the remainder of my estate to be disposed of under its provisions. All property not disposed of by such list shall be distributed outright to Trustor's living child.
- 5. REMAINDER TO LIVING TRUST. I confirm the living trust referred to in Section 3 hereof. I give, devise and bequeath all the rest, residue and remainder of my properties, now known or hereafter discovered and wheresoever situated, to the Trustee of such trust, to be administered and distributed pursuant to the provisions thereof. If for any reason the trust is not in existence at my death and I have not created a subsequent trust or have otherwise provided for some other disposition of my properties, such as by subsequent will or codicil, my properties shall be distributed by

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my Personal Representative under the provisions of the trust referred to in Section 3 as it last existed, as if it were in existence at my death.
6. NOMINATION OF PERSONAL REPRESENTATIVE. I nominate to be the Personal
Representatives of my estate. If any of do not serve as Personal Representatives, I nominate to be the Personal Representative of my estate with the survivors of them.  No bond shall be required of any Personal Representative. If more than two Personal Representatives are serving at any one time, all actions of Trustees must be by majority vote.
7. POWERS OF PERSONAL REPRESENTATIVE. In the administration of my estate, the Personal Representative shall have all powers conferred upon my Personal Representative by law, including, but not by way of limitation, those powers enumerated in Nevada Revised Statutes Section 143.010, et seq. Furthermore, my Personal Representative may sell property at public auction or private sale without notice. However, my Personal Representative must petition the Court for return of sale and obtain confirmation thereof.
8. ADMINISTRATIVE PROVISIONS.
(a) <u>Severability</u> . If any portion of this will shall be determined to be unenforceable, the remaining portions shall, nevertheless, be carried into effect to the extent that my overall intentions as expressed herein can be accomplished.
(b) <u>Number, Gender, Definitions</u> . Wherever used herein, the terms "child", "children" and "descendants" include an adopted child, adopted children and adopted descendants, as well as natural child, natural children and natural descendants, and include descendants of adopted child, adopted children and adopted descendants. Where applicable, the masculine includes the feminine and vice versa.
(c) <u>Provisions for Others</u> . Except as otherwise provided herein, I have intentionally and with full knowledge omitted to provide for my heirs, including any person or persons who may hereafter become my heir or heirs.
(d) <u>No Contest Clause</u> . If any beneficiary under this Will, in any manner, directly or indirectly, contests or attacks this will or any of its provisions, any share or interest in my estate given to that contesting beneficiary under this will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased me.
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IN WITNESS WHEREOF, I have hereunto subscribed my name cause this my will, consisting of four (4) typewritten pages, including the attest clause and self-proving affidavit, to be executed, published and declared at La Nevada, this 14 day of 000 000 000 000 000 000 000 000 000	ation
THE FOREGOING will consisting of four (4) typewritten pages, this attestation clause and the following self-proving affidavit, was subscribed and declared by the testator, as her last will in the presence of us and each of at her request, in her presence and the presence of each other subscribe our attesting witnesses, and we declare that at the time of the execution of this in the said testator, according to our best knowledge and belief was of sound midisposing memory and under no constraint.  Executed at Las Vegas, Nevada, this	f us, who names as strument ind and
Las Vegas, Nevada 89135	
STATE OF NEVADA ) ss.	
COUNTY OF CLARK )	
Then and there personally appeared the within-named, and <u>Donna Whitfield</u> , within-named testator, LESLIE BONLIE-BRUNO, that the testator subscribed and declared the same to be her last will and testament in their presence; that thereafter subscribed the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator and the same as witnesses in the presence of the testator a	at they
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presence of each other and at the request of the testator; that the testator at the time of the execution of the will appeared to them to be of full age and of sound mind and memory, and that they make this affidavit at the request of the testator.

Donna Whitfield

NOTARY PUBLIC - (famaghina)

SANDY YAMASHIRO Notery Fublic State of Novedo No. 98-49251-1 My appt. exp. Aug. 8, 2014

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OURHAM JONES & PINEGAR

# DISPOSITION OF PERSONAL AND

### HOUSEHOLD EFFECTS OF

#### LESLIE BONLIE-BRUNO

In accordance with Section 4 of my will dated the 7th day of October, 2010, and pursuant to Nevada Revised Statutes, Section 133.045, I give the following items of tangible personal property (other than money, evidence of indebtedness, documents of title, securities and property used in a trade or business) to the following individuals:

INDIVIDUAL		

DATED this	_ uay or			
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### ASSIGNMENT OF PERSONAL PROPERTY

The Trustor hereby transfers the following assets to the Trustee as part of the trust estate of the TRUST dated the 7th day of October, 2010:

All of Trustor's personal and household effects, including, but not limited to household furniture and furnishings, books, works of art, jewelry, silverware, the contents of any safety deposit boxes (and Trustor hereby grants the successor Trustee access to such boxes) and all remaining tangible personal property.

DATED this 1th day of October, 2010.

LESLIE BONLIE-BRUNO, Trustor

DURHAM JONES & PINEGAR

# EXHIBIT 17

First Codicil to the Will of Leslie Bonlie-Bruno

## EXHIBIT 17

# FIRST CODICIL TO THE WILL OF LESLIE BONLIE-BRUNO

I, LESLIE BONLIE-BRUNO, a resident of Clark County, Nevada, hereby make this first codicil to my will.
1. Section 5 of my will which refers to the TRUST" shall mean such trust dated October 7, 2010, as amended by a first amendment to such trust dated this 30 th day of November, 2010.
2. I hereby ratify and confirm my will dated October 7, 2010, as amended by this first codicil.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused this first codicil to my will, consisting of two (2) typewritten pages, including the attestation clause and self-proving affidavit, to be executed, published and declared at Las Vegas, Nevada, this 304 day of 1000 my local page 2010.

ESLIE BONLIE-BRUNO

THE FOREGOING codicil, consisting of two (2) typewritten pages, including this attestation clause and the following self-proving affidavit, was subscribed, published and declared by the testator as the first codicil to her will in the presence of us and each of us, who at her request, in her presence and the presence of each other subscribed our names as attesting witnesses, and we declare that at the time of the execution of this instrument the said testator, according to our best knowledge and belief was of sound mind and disposing memory and under no constraint.

Executed at Las Vegas, Nevada this 30 day of Www.

2010.

Address: 10785 West Twain Avenue, Suite 200

Las Vegas, Nevada 89135

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- Jan Burtart	Address:	10785 West Twain Avenue, Las Vegas, Nevada 89135	Suite 200
STATE OF NEVADA ) ) ss. COUNTY OF CLARK )			
Then and there persona sworn, depose and say: that they with the will of the within named testator, the will and declared the same to be a conthereafter subscribed the same as with presence of each other and at the requirement of the execution of the codicil to the will a mind and memory and that they make	essed the nat the test dicil to her nesses in the uest of the appeared t	execution of the within first cater subscribed the first coding will in their presence; that the the presence of the testator at the testator; that the testator at them to be of full age and of them to be of full age.	odicii to cil to the ey and in the the time of of sound
	Mu	hemstail	And the second second
	Ja	Burtell	
SUBSCRIBED AND SWORN to before 30+9 day of NOULYN OUY	re me this , 2010.	DENA LOGA Notary Fublic State of No. 92-0942 My appt. exp. Sept.	Nevada 🛊 -1
Alna Rogan NOTARY PUBLIC		My oppr sylvania	was to provide the second seco
	2		JONES & PINECAR
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## EXHIBIT 18

Declaration/"Living Will"

# EXHIBIT 18

### **DECLARATION**

("LIVING WILL") If I should have an incurable and irreversible condition that, without the administration of life-sustaining treatment, will, in the opinion of my attending physician, cause my death within a relatively short time, and I am no longer able to make decisions regarding my medical treatment, IF YOU WISH TO INCLUDE THIS STATEMENT, YOU MUST INITIAL THE STATEMENT IN THE BOX PROVIDED: Withholding or withdrawal of artificial nutrition and hydration may result in death by starvation or dehydration. Initial this box if you want to receive or continue receiving artificial nutrition and hydration by way of the gastro-intestinal tract after all other treatment is withheld pursuant to this declaration. Signed this 1th day of October , 2010. P. O. Box 60692 Las Vegas, Nevada 89160 The declarant voluntarily signed this writing in my presence. 10785 WEST TWAIN AVENUE, SUITE 200 LAS VEGAS, NEVADA 89135 WITNESS 10785 WEST TWAIN AVENUE, SUITE 200 LAS VEGAS, NEVADA 89135

# EXHIBIT 19

**Durable Power of Attorney for Health Care Decisions** 

# EXHIBIT 19

### DURABLE POWER OF ATTORNEY FOR HEALTH CARE DECISIONS

WARNING TO PERSON EXECUTING THIS DOCUMENT

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY FOR HEALTH CARE. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

- 1. THIS DOCUMENT GIVES THE PERSON YOU APPOINT AS YOUR HEALTH-CARE AGENT OR "AGENT" OR "ATTORNEY-IN-FACT") THE POWER TO MAKE HEALTH CARE DECISIONS FOR YOU. THIS POWER IS SUBJECT TO ANY LIMITATIONS OR STATEMENT OF YOUR DESIRES THAT YOU INCLUDE IN THIS DOCUMENT. THE POWER TO MAKE HEALTH CARE DECISIONS FOR YOU MAY INCLUDE CONSENT, REFUSAL OF CONSENT, OR WITHDRAWAL OF CONSENT TO ANY CARE, TREATMENT, SERVICE OR PROCEDURE TO MAINTAIN, DIAGNOSE OR TREAT A PHYSICAL OR MENTAL CONDITION. YOU MAY STATE IN THIS DOCUMENT ANY TYPES OF TREATMENT OR PLACEMENTS THAT YOU DO NOT DESIRE.
- 2. THE PERSON YOU DESIGNATE IN THIS DOCUMENT HAS A DUTY TO ACT CONSISTENT WITH YOUR DESIRES AS STATED IN THIS DOCUMENT OR OTHERWISE MADE KNOWN OR, IF YOUR DESIRES ARE UNKNOWN, TO ACT IN YOUR BEST INTERESTS.
- 3. EXCEPT AS YOU OTHERWISE SPECIFY IN THIS DOCUMENT, THE POWER OF THE PERSON YOU DESIGNATE TO MAKE HEALTH CARE DECISIONS FOR YOU MAY INCLUDE THE POWER TO CONSENT TO YOUR DOCTOR NOT GIVING TREATMENT OR STOPPING TREATMENT WHICH WOULD KEEP YOU ALIVE.
- 4. UNLESS YOU SPECIFY A SHORTER PERIOD IN THIS DOCUMENT, THIS POWER WILL EXIST INDEFINITELY FROM THE DATE YOU EXECUTE THIS DOCUMENT, AND IF YOU ARE UNABLE TO MAKE HEALTH CARE DECISIONS FOR YOURSELF, THIS POWER WILL CONTINUE TO EXIST UNTIL THE TIME WHEN YOU BECOME ABLE TO MAKE HEALTH CARE DECISIONS FOR YOURSELF.
- 5. NOTWITHSTANDING THIS DOCUMENT, YOU HAVE THE RIGHT TO MAKE MEDICAL AND OTHER HEALTH CARE DECISIONS FOR YOURSELF SO

DURHAM JONES & PINEGAR LONG AS YOU CAN GIVE INFORMED CONSENT WITH RESPECT TO THE PARTICULAR DECISION. IN ADDITION, NO TREATMENT MAY BE GIVEN TO YOU OVER YOUR OBJECTION, AND HEALTH CARE NECESSARY TO KEEP YOU ALIVE MAY BE STOPPED IF YOU OBJECT.

- 6. YOU HAVE THE RIGHT TO REVOKE THE APPOINTMENT OF THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU BY NOTIFYING THAT PERSON OF THE REVOCATION ORALLY OR IN WRITING.
- 7. YOU HAVE THE RIGHT TO REVOKE THE AUTHORITY GRANTED TO THE PERSON APPOINTED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU BY NOTIFYING THE TREATING PHYSICIAN, HOSPITAL OR OTHER PROVIDER OF HEALTH CARE ORALLY OR IN WRITING.
- 8. THE PERSON DESIGNATED IN THIS DOCUMENT TO MAKE HEALTH CARE DECISIONS FOR YOU HAS THE RIGHT TO EXAMINE YOUR MEDICAL RECORDS AND TO CONSENT TO THEIR DISCLOSURE UNLESS YOU LIMIT THIS RIGHT IN THIS DOCUMENT.
- 9. THIS DOCUMENT REVOKES ANY PRIOR DURABLE POWER OF ATTORNEY FOR HEALTH CARE.
- 10. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.

#### 1. DESIGNATION OF HEALTH CARE AGENT.

Pursuant to the provisions of NRS 449.830, I, LESLIE BONLIE-BRUNO, do hereby designate and appoint the health-care agent named below as my attorney-infact to make health care decisions for me as authorized in this document.

Name: Address: Telephone:

### 2. CREATION OF DURABLE POWER OF ATTORNEY FOR HEALTH CARE.

By this document I intend to create a durable power of attorney by appointing the person designated above to make health care decisions for me. This power of attorney shall not be affected by my subsequent incapacity.

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#### 3. GENERAL STATEMENT OF AUTHORITY GRANTED.

Except as indicated in Sections 4 or 6, in the event that I am incapable of giving informed consent with respect to health care decisions, I hereby grant to the health-care agent named above, full power and authority to make health care decisions for me, including, but not limited to:

- (a) To consent, refuse to consent, or to withdraw consent to any care, treatment, service, or procedure to maintain, diagnose, or treat a physical or mental condition.
- (b) To request, review, and receive any information, verbal or written, regarding my physical or mental health, including, but not limited to, medical and hospital records, and to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information as my health-care agent deems appropriate.
- (c) To employ or discharge medical personnel including physicians, psychiatrists, dentists, nurses and therapists as my health-care agent shall deem necessary for my physical, mental and emotional well-being.
- (d) To consent to and authorize my admission to and discharge from a hospital, nursing home, or other institution, or to arrange for hospice or home care.
- (e) To communicate with my physician, health maintenance organization, and other health care providers, and act as my advocate to ensure that all appropriate medical services are provided to me by my HMO or other health care provider. To enforce this power, my health-care agent is empowered to pursue administrative, court, and any other remedial approaches on my behalf.
- (f) My health-care agent, including each alternate designated herein, shall be considered my "personal representative" for health care disclosure under the Health Insurance Portability and Accountability Act regulations. My health-care agent and each person designated as an alternate health-care agent herein shall have the right to receive personal information, to confer with medical care providers, and to be permitted visitation rights.
- (g) My health-care agent does not have the authority to enter into any arbitration agreements or execute any arbitration clauses in connection with admission to any health care facility, including any skilled nursing facility.

DURHAM JONES & PINEGAR

4	SPECIAL	<b>PROVISIONS</b>	AND	LIMITA	TIONS.
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In exercising the authority under this durable power of attorney for health	h
are, the authority of my health-care agent is subject to the following special provision	IS
nd limitations:	

- (a) My health-care agent may not consent to my commitment or placement in a mental health treatment facility, convulsive treatment, psychosurgery, abortion, sterilization, or aversive intervention.
- (b) My health-care agent may not consent to experimental medical, biomedical or behavioral treatment, or my participation in any medical, biomedical or behavioral research program.

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#### 5. DURATION.

I understand that this power of attorney will exist indefinitely from the date I execute this document unless I establish a shorter time. If I am unable to make health care decisions for myself when this power of attorney expires, the authority I have granted my health-care agent will continue to exist until the time when I become able to make health care decisions for myself.

(IF APPLICABLE) I wish to have this power of attorney end on the following date:

#### 6. STATEMENT OF DESIRES.

My health-care agent is authorized to act in my best interest, as my health-care agent may determine. I specifically authorize my health-care agent to make decisions subject to the statements in this Section 6 that I have initialed.

(a) I desire that my life be prolonged to the greatest extent possible, without regard to my condition, the chances I have for recovery or long-term survival, or the cost of the procedures.

As to 6(a): I

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(b) If I am in a coma which my doctors have reasonably concluded is irreversible, I desire that life-sustaining or prolonging treatments be withheld or withdrawn, and that I be permitted to die naturally.	
As to 6(b): 1	
(c) If I have an incurable or terminal condition or illness and there is no reasonable hope of my long-term recovery or survival, I desire that life-sustaining and prolonging treatments be withheld or withdrawn, and that I be permitted to die naturally.	
As to 6(c): 1	
(d) Withholding or withdrawal of artificial nutrition and hydration may result in death by starvation or dehydration. I want to receive or continue receiving artificial nutrition and hydration by way of the gastro-intestinal tract after all other treatment is withheld.	-
As to 6(d):	
(e) I do not desire treatment to be provided and/or continued if the burdens of the treatment outweigh the expected benefits. My health-care agent is to consider the relief of suffering, the preservation or restoration of functioning, and the quality as well as the extent of the possible extension of my life.	
As to 6(e):	
(f) I direct my attending physician to mercifully administer such medication to me as will alleviate any suffering I might experience regardless of whether such medication is highly addictive or may shorten my remaining life	
As to 6(f): 1	
(g) If at all possible, I desire to die at home with appropriate medical, nursing, social, and emotional support and any necessary medical or other equipment needed to keep me comfortable. Alternatively, my health-care agent may choose hospice care, or care in a facility that he or she deems appropriate.	Æ
As to 6(g): I	
	,,,
DURHAM JONES &	

(h) My health-care agent should discuss the specifics decision regarding my medical care and treatment with me if I a communicate in any manner, even by blinking my eyes. I ask the involved in my medical care conduct themselves so as to maint	m able to hat those
regardless of my condition.	
As to 6(h): I	
(i) Other or Additional Statements of Desires:	and the second s
7. UNIFORM ANATOMICAL GIFT ACT	
You may choose to make a gift of all or part of your body o a hospital, physician, or medical school for scientific, educational, the ansplant purposes. Such a gift is allowed by the Revised Uniform Anursuant to NRS 451.500, et seq.	erapeulic, oi
I allow my agent to make a gift of all or part of my body a under the terms of the Revised Uniform Anatomical Gift Act subject to mitations, if any:	fter my death the following
I do NOT permit my body to be used for scientific, medic herapeutic or transplant purposes after my death.	al, educational,
8. FUNERAL AND DISPOSITION OF REMAINS.	
If I initialed the line next to this statement, my agent shall bower to make my funeral arrangements.	NOT have the
In compliance with NRS 451.600-451.715, as amended, nitialed the line next to the previous statement, I hereby appoint my agrangements for my funeral and authorize the distribution of my remanstructions, if any, regarding my funeral are as follows:	gent to make the
. 6	JONES A FINEGAR

I desire that my
وممر فسيطف سياسي والتا

desire that my body be cremated.

I desire that my body be buried.

### 9. APPOINTMENT OF SUCCESSOR HEALTH-CARE AGENT.

If the person appointed in Section 1 as my health-care agent should, at any time or for any reason, be unable or unwilling to make health care decisions for me, then I designate the following persons to serve as my health-care agents to make health care decisions for me as authorized in this document, such persons to serve in the order listed below:

A. First Alternative Health-care Agent:

Name: Address:	
Telephone:	

If no named health-care agent (including an alternate) is available, able, and willing to serve, the desires expressed herein shall nevertheless remain in effect.

#### 10. WAIVER OF CONFLICT OF INTEREST.

If my designated agent is my spouse or is one of my children, then I waive any conflict of interest in carrying out the provisions of this Durable Power of Attorney for Health Care that my spouse or child may have by reason of the fact that he or she may be a beneficiary of my estate.

#### 11. CHALLENGES.

If the legality of any provision of this Durable Power of Attorney for Health Care is questioned by my physician, my agent or a third party, then my agent is authorized to commence an action for declaratory judgment as to the legality of the provision in question. The cost of any such action is to be paid from my estate. This Durable Power of Attorney for Health Care must be construed and interpreted in accordance with the laws of the State of Nevada.

#### 12. NOMINATION OF GUARDIAN.

If, after execution of this Durable Power of Attorney for Health Care, incompetency proceedings are initiated for my person, I hereby nominate as guardian of my person for consideration by the court my agent(s) herein named, in the order named.

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#### 13. RELEASE OF INFORMATION.

l agree to, authorize and allow full release of information by any government agency, medical provider, business, creditor or third party who may have information pertaining to my health care, to my agent named herein, pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and applicable regulations.

Health Insura amended, an	nce Portability and Accountability Act of 1996, Public Law 104-191, as d applicable regulations.
	14. PRIOR DESIGNATIONS REVOKED.
	I revoke any prior durable power of attorney for health care.
Nevada.	DATED this 7th day of October, 2010, at Las Vegas,
	Abslie Bonlie-Bruno
notary public (or proved to subscribed to penalty of pe	On this
	Mander M. Gamanfund
	SANDY YAMASHIRO

SANDY YAMASHIRO
Notary Public State of Nevrode
No. 98-49251-1
My appt. exp. Aug. 8, 2014

DURHAM JONES & PINEOAR

## EXHIBIT 20

**Statutory Form Power of Attorney for Assets** 

## EXHIBIT 20

### STATUTORY FORM POWER OF ATTORNEY

THIS IS AN IMPORTANT LEGAL DOCUMENT. IT CREATES A DURABLE POWER OF ATTORNEY FOR FINANCIAL MATTERS. BEFORE EXECUTING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS:

- 1. THIS DOCUMENT GIVES THE PERSON YOU DESIGNATE AS YOUR AGENT THE POWER TO MAKE DECISIONS CONCERNING YOUR PROPERTY FOR YOU. YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO YOUR PROPERTY (INCLUDING YOUR MONEY) WHETHER OR NOT YOU ARE ABLE TO ACT FOR YOURSELF.
- 2. THIS POWER OF ATTORNEY BECOMES EFFECTIVE IMMEDIATELY UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.
- 3. THIS POWER OF ATTORNEY DOES NOT AUTHORIZE THE AGENT TO MAKE HEALTH CARE DECISIONS FOR YOU.
- 4. THE PERSON YOU DESIGNATE IN THIS DOCUMENT HAS A DUTY TO ACT CONSISTENT WITH YOUR DESIRES AS STATED IN THIS DOCUMENT OR OTHERWISE MADE KNOWN OR, IF YOUR DESIRES ARE UNKNOWN, TO ACT IN YOUR BEST INTERESTS.
- 5. YOU SHOULD SELECT SOMEONE YOU TRUST TO SERVE AS YOUR AGENT. UNLESS YOU SPECIFY OTHERWISE, GENERALLY THE AGENT'S AUTHORITY WILL CONTINUE UNTIL YOU DIE OR REVOKE THE POWER OF ATTORNEY OR THE AGENT RESIGNS OR IS UNABLE TO ACT FOR YOU.
- 6. YOUR AGENT IS ENTITLED TO REASONABLE COMPENSATION UNLESS YOU STATE OTHERWISE IN THE SPECIAL INSTRUCTIONS.
- 7. THIS FORM PROVIDES FOR DESIGNATION OF ONE AGENT. IF YOU WISH TO NAME MORE THAN ONE AGENT YOU MAY NAME A CO-AGENT IN THE SPECIAL INSTRUCTIONS. CO-AGENTS ARE NOT REQUIRED TO ACT TOGETHER UNLESS YOU INCLUDE THAT REQUIREMENT IN THE SPECIAL INSTRUCTIONS.
- 8. IF YOUR AGENT IS UNABLE OR UNWILLING TO ACT FOR YOU, YOUR POWER OF ATTORNEY WILL END UNLESS YOU HAVE NAMED A SUCCESSOR AGENT. YOU MAY ALSO NAME A SECOND SUCCESSOR AGENT.

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- 9. YOU HAVE THE RIGHT TO REVOKE THE AUTHORITY GRANTED TO THE PERSON DESIGNATED IN THIS DOCUMENT.
- 10. THIS DOCUMENT REVOKES ANY PRIOR DURABLE POWER OF ATTORNEY.
- 11. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.

#### 1. DESIGNATION OF AGENT.

I, LESLIE BONLIE-BRUNO do hereby designate and appoint:

Name: Address:	
Telephone:	
	and
Name: Address:	
Telephone:	
	and
Name: Address:	
Telephone:	

as my agent to make decisions for me and in my name, place and stead and for my use and benefit and to exercise the powers as authorized in this document. If more than two agents are serving at any one time, all actions of Trustees must be by majority vote.

#### 2. DESIGNATION OF ALTERNATE AGENT.

(You are not required to designate any alternative agent but you may do so. Any alternative agent you designate will be able to make the same decisions as the agent designated above in the event that he or she is unable or unwilling to act as your agent. Also, if the agent designated in Section 1 is your spouse, his or her designation as your agent is automatically revoked by law if your marriage is dissolved.)

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If my agent is unable or unwilling to act for me, then I designate the following person(s) to serve as my agent as authorized in this document, such person(s) to serve in the order listed below:

A. F	irst A	lterna	tive A	\gent:
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Name: Address:	
Telephone:	

#### 3. OTHER POWERS OF ATTORNEY.

This Power of Attorney is intended to, and does, revoke any and all prior Powers of Attorney for financial matters I have previously executed.

#### 4. NOMINATION OF GUARDIAN.

If, after execution of this Power of Attorney, incompetency proceedings are initiated either for my estate or my person, I hereby nominate as my guardian or conservator for consideration by the court my agent herein named, in the order named.

#### 5. GRANT OF GENERAL AUTHORITY.

I grant my agent and any successor agent(s) general authority to act for me with respect to the following subjects:

INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "All Preceding Subjects" instead of initialing each subject.

Real Property
Fangible Personal Property
Stocks and Bonds
Commodities and Options
Banks and Other Financial Institutions
Safe Deposit Boxes
Operation of Entity or Business
Insurance and Annuities
Estate, Trusts and Other Beneficial Interests
Legal Affairs, Claims and Litigation
Personal Maintenance
Benefits from Governmental Programs or Civil or Military Service
Retirement Plans
Taxes

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#### All Preceding Subjects

#### 6. GRANT OF SPECIFIC AUTHORITY.

My agent MAY NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death.

### INITIAL ONLY the specific authority you WANT to give your agent.

Create, amend, revoke or terminate a family, living, irrevocable or revocable trust.

Exercise a power of appointment granted to me under a will or trust.

Make a gift, subject to the limitations of NRS and any special instructions in this Power of Attorney.

Create or change rights of survivorship.

Create or change a beneficiary designation.

Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

Exercise fiduciary powers that the principal has authority to delegate.

Disclaim or refuse an interest in property, including a power of appointment.

#### 7. LIMITATION ON AGENT'S AUTHORITY.

An agent that is not my spouse MAY NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions section below.

### 8. SPECIAL INSTRUCTIONS OR OTHER OR ADDITIONAL AUTHORITY GRANTED TO AGENT.

DURHAM JONES & PINEGAR

### 9. DURABILITY AND EFFECTIVE DATE. (INITIAL the clause(s) that applies.)

**DURABLE.** This Power of Attorney shall not be affected by my subsequent disability or incapacity.

SPRINGING POWER. It is my intention and direction that my designated agent, and any person or entity that my designated agent may transact business with on my behalf, may rely on a written medical opinion issued by my primary care physician, or if I do not have a primary care physician, another licensed medical doctor stating that I am disabled or incapacitated, and incapable of managing my affairs, and that said written medical opinion shall establish whether or not I am under a disability for the purpose of establishing the authority of my designated agent to act in accordance with this Power of Attorney.

I wish to have this Power of Attorney become effective on the following date:

I wish to have this Power of Attorney end on the following date:

#### 10. THIRD PARTY PROTECTION.

Third parties may rely upon the validity of this Power of Attorney or a copy of it and the representations of my agent as to all matters relating to any power granted to my agent, and no person or agency who relies upon the representation of my agent, or the authority granted by my agent, shall incur any liability to me or my estate as a result of permitting my agent to exercise any power unless a third party knows or has reason to know this Power of Attorney has terminated or is invalid.

#### 11. RELEASE OF INFORMATION.

I agree to, authorize and allow full release of information, by any government agency, business, creditor or third party who may have information pertaining to my assets or income, to my agent named herein.

#### 12. SIGNATURE AND ACKNOWLEDGMENT.

YOU MUST DATE AND SIGN THIS POWER OF ATTORNEY. THIS POWER OF ATTORNEY WILL NOT BE VALID UNLESS IT IS ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

DURHAK JONES A PINEGAR

I sign my name to this Power of Attorney on this 1th day of October, 2010, at Las Vegas, Nevada.
(Yeslie Bonlie-Bruno
CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC
COUNTY OF CLARK  On this
SANDY YAMASHIRO Notery Public State of Neverla No. 98-40251-1
My appl. exp. Aug. 8, 2014

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#### IMPORTANT INFORMATION FOR AGENT

- 1. YOUR DUTIES. When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal (the person who has designated you as his or her agent). This relationship imposes upon you legal duties that continue until you resign or the Power of Attorney is terminated or revoked. You must:
  - (a) Do what you know the principal reasonably expects you to do with the principal's property or, if you do not know the principal's expectations, act in the principal's best interest;
    - (b) Act in good faith;
  - (c) Disclose your identity as an agent whenever you act for the principal by writing or printing the name of the principal and signing your own name as "agent" in the following manner:

and as Agent. If more than two agents are serving at any one time, all actions of Trustees must be by majority vote.

- 2. <u>ADDITIONAL DUTIES</u>. Unless the Special Instructions in this Power of Attorney state otherwise, you must also:
  - (a) Act loyally for the principal's benefit;
  - (b) Avoid conflicts that would impair your ability to act in the principal's best interest;
    - (c) Act with care, competence, and diligence;
  - (d) Keep a record of all receipts, disbursements and transactions made on behalf of the principal;
  - (e) Cooperate with any person that has authority to make health care decisions for the principal to do what you know the principal reasonably expects or, if you do not know the principal's expectations, to act in the principal's best interest; and
  - (f) Attempt to preserve the principal's estate plan if you know the plan and preserving the plan is consistent with the principal's best interest.

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- 3. <u>TERMINATION OF YOUR AUTHORITY</u>. You must stop acting on behalf of the principal if you learn of any event that terminates this Power of Attorney or your authority under this Power of Attorney. Events that terminate a Power of Attorney or your authority to act under a Power of Attorney include:
  - (a) Death of the principal;

or

- (b) The principal's revocation of the Power of Attorney or your authority;
- (c) The occurrence of a termination event stated in the Power of Attorney;
  - (d) The purpose of the Power of Attorney is fully accomplished;
- (e) If you are married to the principal, your marriage is dissolved.
- 4. <u>LIABILITY OF AGENT</u>. The meaning of the authority granted to you is defined in Nevada Revised Statutes. If you violate this chapter or act outside the authority granted in this Power of Attorney, you may be liable for any damages caused by your violation.

IF THERE IS ANYTHING ABOUT THIS DOCUMENT OR YOUR DUTIES THAT YOU DO NOT UNDERSTAND, YOU SHOULD SEEK LEGAL ADVICE.

DURHAM JONESA PINEGAR